

CASES REPORTED THIS WEEK.

In the Solicitors' Journal.

Cardon v. The Albert Palace Association	142
Colyer v. Ferguson	142
Direct Spanish Telegraph Co. (Lim.), Re	142
Gowan v. Wright	141
Kewney v. Atchill	142
Mallett v. Hanley and Another	141
Naylor and Spendle, Re	141
Official Receiver, Ex parte, Re Morritt	142
Pommery v. Apthorpe	142
Riley to Stratfield, Re	142

In the Weekly Reporter.

Blasco v. Jackson	152
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Carlton, In re, Carlton v. Carlton	155
Carr, Ex parte, In re Carr	150
Dowdine's Trusts, In re	147
Falcke v. Scottish Imperial Assurance Co.	143
Great Western Steamship Co., In re	154
Petty v. Daniel	151
Taylor, Ex parte, In re Goldsmith	148
Townsend, In re, Townsend v. Townsend	153
Vernon v. Hallam	156
Wakelin, v. London and South-Western Railway Co.	141
Willmott v. London Celluloid Co.	145

The Solicitors' Journal and Reporter.

LONDON, DECEMBER 25, 1886.

CURRENT TOPICS.

IT WILL BE OBSERVED that the vacation notice provides for two sittings by Mr. Justice GRANTHAM and three sittings by Mr. Justice STIRLING in the Queen's Bench Judge's Chambers.

IT SHOULD BE NOTICED that on and after next sittings petitioners coming to any branch of the Chancery Division to establish their title to a fund in court will have to state in their petitions, within inverted commas, the exact words of the will or other instrument under which the money is claimed. This is the result of Mr. Justice KAY's recent mishap in ordering £1,000 to be paid out of court to a person having no claim to it. It may be added that the original instrument should be in court, as the judges, in all probability, will not always be satisfied with the mere statement in the petition.

THE LEGAL POINT of most interest in the *Campbell* case was the attempt to introduce a new principle of the law of evidence in the enforcement of the production in court of the notes made by a solicitor or his clerk of the statements of witnesses whom it was intended to call at the trial. One of these statements was handed in by counsel under protest, but all subsequent demands of the same kind were refused, and Mr. Justice BURR appears to have been clearly of opinion that the production could not be enforced, especially since no notice to produce or *subpœna duces tecum* had been served. There appears to be no authority directly in point, but the general rule of evidence on this subject has been discussed in many actions against railway companies, where discovery has been sought of reports made to the defendants by their medical officers and other agents. The decisions are somewhat conflicting, but in *Fenner v. The South-Eastern Railway Co.* (20 W. R. 830, 7 Q. B. 771), Lord BLACKBURN observed: "The principle, I think, to be derived from all the cases is that, where it appears that the documents are substantially rough notes for the case, to be laid before the legal adviser, or to supply the proof to be inserted in the brief, the discretion of the court should, as a general rule, be to refuse the inspection." A stronger authority against the admissibility of such documents is to be found in *Greenough v. Gaskell* (1 M. & K. 103), where Lord BROUGHAM said: "If, touching matters that come within the ordinary scope of professional employment, legal advisers receive a communication in their professional capacity, either from a client or on his account and for his benefit in the transaction of his business, or which amounts to the same thing, if they commit to paper, in the course of their employment on his behalf, matters which they know only through their professional relation to the client, they are not only justified in withholding such matters, but bound to withhold them, and will not be compelled to disclose the information or produce the papers in any court of law or equity, either as party or as witness." This shows,

at any rate, that the doctrine of professional privilege is not restricted to communications which have been made to the solicitor by the client himself. Any doubt as to the confidential nature of the document which was actually produced by Lord COLIN CAMPBELL's counsel is removed by the fact that one of his solicitors, or one of the clerks of the firm, had actually written on the margin of the document certain comments upon the statements which had been made by the particular witness. There can be no doubt that if Messrs. HUMPHREYS & SOX had been served with a *subpœna duces tecum* they could have successfully resisted production of their notes of the witness's statements. If the memoranda of every witness's first statement to the solicitor could be called for as a matter of right, cross-examinations would be indefinitely prolonged, and there would be no apparent reason why the draft briefs, or even the proofs actually in the hands of counsel, should not be produced.

TWO RECENT CASES, one in the Court of Appeal, the other in the House of Lords, have been wholly concerned, so far as the reports go, in correcting a dictum of the late Master of the Rolls in *Solomon v. Bitton* (8 Q. B. D. 176). He is there represented as having said that "the rule on which a new trial should be granted, on the ground that the verdict was unsatisfactory as being against the weight of evidence, ought not to depend on whether the learned judge who tried the action was or not dissatisfied with the verdict, or whether he would have come to the same conclusion as the jury, but whether the verdict was such as reasonable men *ought* to have come to." This criterion manifestly throws upon the Divisional Court or the Court of Appeal the duty of re-trying the case, in order to determine the right to a new trial. This was never the law, and the mistake was corrected in these columns as long ago as July 7, 1883, when we called attention to a statement by Mr. Justice DENMAN that in answer to inquiries by some of the judges, Sir GEORGE JESSEL had stated that the report of *Solomon v. Bitton* was not correct, and that what was said was that the rule should depend upon whether the verdict was such as reasonable men *might* have come to. This is precisely the emendation suggested by Lord HALSBURY in *Metropolitan Railway Co. v. Wright* (34 W. R. 746, 11 App. Cas. 152), and prevents a new trial, if by any possibility reasonable men could have found the verdict in question; but Lord ESHER, in the still more recent case of *Webster v. Friedberg* (34 W. R. 728, 17 Q. B. D. 736), with the judgment of Lord HALSBURY before him, has fallen into the strange error of purporting to correct the judgment in *Solomon v. Bitton* by substituting "ought not" for "ought"—a verbal alteration which inverts, but does not essentially affect, the issue to be determined. If a new trial is to be granted, according to Lord ESHER's test, when the verdict is "such as reasonable men ought not to have come to" it is plain that the subject of inquiry must be the general propriety of the verdict, not its consistency with the hypothesis of a rational jury. There can be no doubt that the present Master of the Rolls meant precisely the same thing as Lord HALSBURY, and it is to be regretted that he did not adopt the same words. As he states in his judgment that he has "corrected" the court copy of 8 Q. B. D. by inserting the word "not" after the word "ought," the learned judge must have regarded with complacency his improvement on the language of his predecessor.

A DIVISIONAL COURT has refused to grant a rule for a criminal information against the proprietor of the *Evening News* for the publication of an alleged obscene libel, consisting of the report of the proceedings in *Campbell v. Campbell*. Two questions were involved in the case, the first being whether the publication of such proceedings is a criminal offence at all, and the second, assuming that a criminal offence may have been committed, whether criminal information or indictment was the proper form of procedure. Upon the second question only the court expressed an opinion, refusing the rule, partly, indeed, on the ground that the application had not been made earlier, but mainly because affidavits would be required setting out the libel complained of, and these affidavits would be just as likely to be published as the libel itself, whereas the proceedings before a grand jury are secret. As to the first point, all the court appears to have said was that the question was "a serious one which would have before long to be

decided." The point cannot be said as yet to have been settled by authority. The cases of *Steele v. Brennan* (7 C. P. 261) and *R. v. Carlile* (3 B. & A. 167) are really no authorities (though they might appear so to be at first sight) for abridging the liberty of publication, for in both those cases the matter which formed the subject of criminal proceedings had been already held libellous in prior criminal proceedings. As was said by Mr. Justice KEATING in *Steele v. Brennan*, "the law would be self-contradictory if it made the publication of an indecent work an indictable offence, and yet sanctioned the re-publication of such a work under cover of its being part of the proceedings in a court of justice." But the case is very different where the publication of other proceedings is sought to be checked, because portions of such proceedings happen to be indecent. No doubt there are dicta (see especially *per* BAYLEY, J., in *R. v. Carlile*) in favour of repressing such publications by criminal proceedings, and the liberty to publish reports of trials at all is itself entirely of modern growth (see *per* COCKBURN, C.J., in *Wason v. Walter* (4 Q. B., at p. 93). But we think the question, when it comes to be raised, will have to be decided on the broad ground of the balance of public interest; and we trust that it will be decided free from the disturbing influence of the just indignation occasioned by the recent outrageous abuse of freedom of publication.

THE QUESTION involves much wider considerations than are contemplated by a correspondent whose letter will be found in another column. If you once begin to restrict the publicity, which is the safeguard of the administration of justice, where are you going to stop? There are many people (both on and off the bench) who regard the publication of a full report of a trial for a blasphemous libel, or a seditious libel, or a libel on the private or public character of the Sovereign, as not less objectionable to the public interests than the publication of indecent evidence. Are you, therefore, going to allow judges to charge juries, and decide points of evidence in these classes of cases, freed from the responsibility attaching to directions and charges given in the full light of publicity? The simple fact is (whatever our correspondent may think) that there are very few judges who can be trusted to administer justice in a Star Chamber. It seems to be supposed that when a judge puts on his ermine he puts off the old man with all his deeds. Talk to a judge at his club, or in society, and you will soon find out the absurdity of this notion. Or take an instance: Suppose the present Lord Chancellor were to proceed by criminal information against the *Daily News* for the article headed "The Lord High Jobber," which appeared on Thursday; and suppose the defendants attempted to prove the truth of the statements made in that article: should any judge try in secret such a case? yet publicity would be in the highest degree undesirable. But our correspondent thinks that the "interests of the morals of the people far exceed the private interests" of litigants in the Divorce Court. Certainly, but that is not the question: the question is whether more injury to the interests of the commonwealth is done by the occasional publication of indecent details than would be done by the universal distrust in the administration of justice which would inevitably follow from an extended system of secret trials. And what, we may add, would be the effect on the number of divorce cases if they could be snugly pushed through in a private room, without that most annoying publicity given by the newspapers?

WE SHOULD have thought that the practice with regard to the payment of money into court had by this time become settled. To judge, however, from a recent decision of a learned judge in chambers, this would be appear not to be the case. In the case to which we refer the plaintiffs brought an action for rent and dilapidations, and the defendants paid a sum of money into court under R. S. C. 1883, ord. 22, r. 1, the sum paid in being, in fact, the amount of rent claimed by the defendants, although the defendants did not specify that the sum paid in was in respect of any particular portion of the plaintiffs' claim. Now, the material part of the rule in question is as follows:—"Where any action is brought to recover a debt or damages, any defendant may, before or at the time of delivering his defence, or at any later time by leave of the

court or a judge, pay into court a sum of money by way of satisfaction, which shall be taken to admit the claim or cause of action in respect of which the payment is made; or he may, with a defence denying liability, . . . pay money into court which shall be subject to the provisions of rule 6." The payment into court made by the defendants was a payment in *satisfaction*, and, as such, operated as an admission of liability. Subsequently the defendants delivered a defence denying liability, and an application on the part of the plaintiffs that the defence should be struck out as embarrassing was dismissed, the judge being of opinion that the plaintiffs had been in no way injured by the procedure adopted by the defendants. This may be so. Still whether the judge was right or wrong in the interpretation he placed upon the rules of order 22—and with all deference we are disposed to think that he was wrong—as a matter of convenience it is certainly desirable that it should be made clear at as early a stage as possible in the proceedings whether money paid into court by a defendant is intended to be paid in as an acknowledgment of liability or with a defence denying liability. If the defendants had desired to pay money into court, and at the same time deny their liability in respect of the whole cause of action, they ought to have waited till they delivered their defence, when the position of the parties would have been regulated by rule 6 of order 22. If they desired to pay money into court in respect of a portion of the plaintiffs' claim and defend as to the residue, they could, of course, have done so. What they actually did was to admit their liability on the whole cause of action by paying into court generally, and then deny all liability in their defence delivered some time afterwards. Taking rule 1 of order 22 in conjunction with rule 5 (a.) of the same order, it certainly seems to follow that, if a defendant desires to pay money into court and at the same time deny his liability, he must deliver his defence at the time he pays the money into court. It is not reasonable that a plaintiff should be first led to believe that money paid into court is intended to operate as an admission of liability, and be afterwards informed by a defence—delivered, perhaps, a month later—that the defendant had no such intention.

THE ATTEMPT made on Tuesday to appeal against the order in Mr. DILLON's case on the ground of want of jurisdiction was, of course, unsuccessful. The question was fully discussed in *Seymour v. Davitt* (12 L. R. Ir. 46), upon which we commented at the time (26 SOLICITORS' JOURNAL, 80). The power of ordinary justices to require sureties for good behaviour from persons inciting to non-payment of rent had been settled shortly before by *Reynolds v. Justices of County Cork* (10 L. R. Ir. 1) and *Feehan v. Justices of Queen's County* (*Ibid.* 294). In the latter case FITZGERALD, J., carefully considered the origin and extent of the jurisdiction of a justice of the peace, and adopted the judgments of ABBOT, C.J., in *Willes v. Bridger* (2 B. & Ald. 278), and of Lord CAMPBELL, C.J., in *Haylock v. Sparke* (1 El. & Bl. 471). "Without citing further authority," he said, "we may assume that where it shall be made reasonably to appear to a justice of the peace that a person has incited others by act or language to a violation of the law and of right, and that there is reasonable ground to believe that the delinquent is likely to persevere in that course, such justice has authority by law, in the execution of preventive justice, to provide for the public security by requiring the individual to give sureties for good behaviour, and in default commit him to prison." This jurisdiction is supposed to have its origin in 34 Edw. 3, c. 1, which enacted: "That in every county should be assigned for the keeping of the peace one lord, and with him three or four of the most worthy of the county, with some learned in the law, and they shall have power . . . to take of all them that be not of good fame where they shall be found sufficient surety and mainprize of their good behaviour towards the king and his people." It is to be noticed that under this statute persons may be bound over to be of good behaviour where no actual breach of the peace is to be apprehended from their conduct, as where it is simply *contra bonos mores* (Hawkins P. C., bk. 1, c. 28, s. 2). The question, therefore, in *Seymour v. Davitt* was how far a similar jurisdiction was vested in the Queen's Bench. That it had a common law jurisdiction in sureties for the peace was not denied; the contention was that this did not extend to sureties for good behaviour, and that no such jurisdiction had been conferred by statute. But the

answer was twofold. No such distinction existed at common law, and the jurisdiction in question was expressly recognized by statute. It was true that all the reported cases were cases of articles of peace preferred by one subject against another; but Chief Justice May quoted from Pulton, a contemporary of Lambard, the following passage, cited in Burns's *Justice of the Peace*, vol. v., p. 758: "The surety for good abearing is ordained for the preservation of the peace, and doth differ in nothing from that of the peace but that there is more difficulty in the performance of it, and the party bound may more easily slide into the peril and danger of it. The surety for the good abearing is most commonly granted in open sessions, or by two or three justices; or upon a *supplicavit*, and great cause shewn and proved, it is granted in the Chancery or Queen's Bench." And, moreover, it is expressly recognized by statute that the power in question belongs to the Queen's Bench, inasmuch as its exercise is regulated by 10 & 11 Car. 1, c. 10, an Irish statute, corresponding to 31 Jac. 1, c. 8, in England. It appears to have been the custom to bring persons who were to be bound over to keep the peace or to be of good behaviour from the country up to Dublin in order, by proceeding before a judge in chambers, to avoid the publicity of an examination before a local justice. Hence it was enacted that any such proceedings must take place in open court. Thus it is clear that both process of the peace and process of good behaviour had frequently issued out of the superior courts, and the statute in regulating the practice for the future clearly assumed that the jurisdiction existed. It is, indeed, inherent in the court as supreme conservator of the peace in every county in Ireland. As Mr. Justice JOHNSON said, it has been inherent in the court from the time when it followed the king about the country to help in preserving the public peace. If more than this is wanted, the same construction which extends the Statute of Edw. 3 to justices extends it to the court also (MAX, C.J., in *Seymour v. Davitt*, at p. 52), and the Statute of Car. 1, in regulating the jurisdiction, expressly recognizes it. In Mr. DILLON's case the incitement was not to withhold rent entirely, but as was said by Mr. Justice O'BRIEN, the rent was to be withheld until reductions were made, and the contract was equally broken. It is thus within the *dictum* of Mr. Justice FITZGERALD quoted above.

THE NEW SUPREME COURT RULES.

We are enabled to publish elsewhere four new Rules of the Supreme Court of considerable importance which come into operation on the 1st of January next. Three of them are supplementary to the rules of October, 1884, which provided for the carrying out of the system of trials of chancery causes on circuit. The first of the new rules is an addition to ord. 5, r. 9, and provides that, subject to the other provisions of rule 9, every cause or matter in the Chancery Division commenced in the District Registry of Liverpool or Manchester shall be marked with the name of such judge of the Chancery Division as the Lord Chancellor may direct.

The second new rule will come in as rule 6a of order 35. This rule empowers the district registrar, when a cause or matter, commenced in the Chancery Division, is proceeding in the District Registry of Manchester or Liverpool, to act throughout all the proceedings as a chief clerk of the judge of the Chancery Division to whom the cause or matter is assigned, and as registrar and taxing master according to directions to be given by the judge. The rule further provides, however, that no order for the payment of money out of court for an amount exceeding £50 may be made except by the judge in person, and no district registrar who is a practising solicitor may tax the costs.

The effect of these rules will be that the work of trying Liverpool and Manchester chancery actions will be assigned to one particular judge, and it will be the duty of the judge, to whom these actions are assigned, to go down to Manchester or Liverpool and hold special sittings for the trial of these actions. It will be remembered that the rule of August, 1886, which was substituted for the rule 22a of the rules of October, 1884, provides that if on June 1 and December 1 in any year it appears that ten or more chancery witness causes proceeding in the district registries of Liverpool and Manchester, or either of them, have been set down for trial in these registries, special sittings shall be held for the trial of the causes set down for trial at these

places respectively. In all probability Mr. Justice Kekewich, as being the junior judge of the Chancery Division, will be the judge to whom this duty, under the new rule, will be assigned, though this, of course, is a question which will have to be considered hereafter. The effect of the new provisions will be to give to Lancashire suitors the advantage of either having chancery causes tried in the Palatine Court, or of having them carried through in the district registry without any necessity for the employment of London agents. The chief objection to the new arrangement is, of course, obvious—viz., that the chambers of the judge to whom the Lancashire chancery causes are assigned will be two hundred miles from the judge. This will, probably, have the effect of causing the Liverpool and Manchester district registrars to exercise their powers more independently than is usual in the case of the chief clerks and taxing masters in London. At present, too, we presume it would be admitted that the Lancashire officers have not the advantage of the experience of their London brethren. There may be some slight difficulties in the working of the rule at first, but no doubt these difficulties will soon disappear.

The third of the new rules is introduced in the form of a proviso to ord. 35, r. 12; the rule providing that every reference to a judge by, or appeal to a judge from, a district registrar in a cause or matter in the Chancery Division shall be to the judge to whom the cause or matter is assigned. The proviso is to the effect that in any cause or matter proceeding in the District Registry of Manchester or Liverpool, the reference or appeal may be to any judge for the time being sitting either at Liverpool or Manchester. This will involve some addition to the work of the judges of assize when sitting at Liverpool or Manchester. It is not likely, however, that these applications will be very numerous. Should they become so they might seriously delay the assize business.

The last of the new rules relates to an entirely different matter. It is an addition to rule 27 of order 65, and deals with the vexed question of refreshers in a manner that will be satisfactory to the profession generally. The new rule empowers the taxing officer, in the taxation of costs between solicitor and client, to allow larger fees than those specified in ord. 65, r. 27 (48), under special circumstances to be stated by him. This extension of the discretionary powers of the taxing officer is evidently the outcome of the case of *Re Harrison* in the Court of Appeal (34 W. R. 645, 33 Ch. D. 52), and closes the discussion which has several times occurred in our columns. The words of the new rule authorizing the taxing master to allow larger refresher fees than those prescribed, under *special circumstances to be stated by him*, appear to give the taxing master, in the case of taxation between solicitor and client, an absolute discretion in the matter of refresher fees. The change thus introduced is, we believe, in accordance with the suggestion of the Bar Committee and the Incorporated Law Society, as contained in the joint memorial recently presented by them upon this subject. Doubtless these bodies will be gratified to learn that their representations have been so promptly attended to.

ON THE POWER OF SALE IN MORTGAGE BILLS OF SALE.

THE case of *Re Morritt, Ex parte the Official Receiver*, on appeal from *Ex parte Beniley, Re Morritt* (34 W. R. 579), was decided by the full Court of Appeal, consisting of the Master of the Rolls, Cotton, Lindley, Bowen, Fry, and Lopes, L.JJ. Having regard to the great importance of the decision, we shall proceed to discuss it, although we intend to postpone the remaining articles on Mortgage Bills of Sale till after the Christmas Vacation. The question to be decided was whether the insertion of a proviso in a bill of sale "that the power of sale conferred by the Conveyancing Act, 1881, shall be exercised as if section 90 of that Act had not been enacted," rendered the bill of sale invalid. The case is curious, owing to the great diversity of opinion among the judges; the county court judge declared the bill of sale to be void as against the official receiver. The Divisional Court declared it to be valid; the reasons given by Manisty, J., are not reported. Cave, J., was of opinion that the Conveyancing Act applied, and that the proviso was valid. The Master of the Rolls, Cotton, Lindley, Bowen, and Lopes, L.JJ., held that the provisions of the Conveyancing Act, 1881, did not apply to bills of sale; but the

reasons advanced for this opinion by Cotton, Lindley, and Bowen, L.JJ., differed from those advanced by the Master of the Rolls and Lopes, L.J.; while Fry, L.J., was alone in his opinion that the provisions of the Conveyancing Act, 1881, applied to a bill of sale, and that the insertion of the proviso rendered the bill of sale void. Before we discuss the grounds for the opinions held by the judges, it will be convenient to state the law as to the sale of chattels pledged or mortgaged without reference to any statute.

The law appears to be correctly laid down in Fisher on Mortgages, Chap. V., part 6, in the words following:—"A power of sale incident to his security . . . is vested in a mortgagee or pledgee of a personal chattel or of stock or policy of assurance or other *choses in action*, who, by virtue of the implied contract that the pledge shall be effectual to discharge the debt, is entitled, without any express power, to sell the subject of the security *ex mero motu* upon non-payment of the debt, when a day has been fixed for payment, but only after a proper demand and notice where no day has been fixed. . . . But the security cannot be sold until the debt becomes payable."

The principal authorities for the rule above laid down are the following:—

As to personal chattels: Franklin v. Neate (13 Mee. & Wel. 481); *Martin v. Reid* (11 C. B. N. S. 730); *Pigot v. Cudley* (15 C. B. N. S. 701).

As to stocks and choses in action: A dictum of Lord Hardwicke, C., in Kemp v. Westbrook (1 Ves. sen. 278); *Harrison v. Franks* (2 Eq. Cas. Abr. 725); *Lockwood v. Elver* (9 Mod. 275; same case, 2 Atk. 303); *Wilson v. Tooker* (5 Bro. P. C. Ed. Toml. 193; on app. from same case, *sub. nom.*, *Tucker v. Wilson*, 1 P. Wms. 261); a dictum of Wigram, V.C., that the rule applies to a policy of assurance, in *Dyson v. Morris* (1 Hare, at p. 422); *Carter v. Ware* (4 Ch. D. 605); *France v. Clark* (22 Ch. D. 830).

In the principal case Cotton, Lindley, and Bowen, L.JJ., were of opinion (1) that the power of sale conferred by the Conveyancing Act, 1881, on mortgagees cannot be given to a mortgagee where the nature of the security or the provisions of the instrument shew that the power of sale given by the Act is unnecessary; (2) that mortgages of personal chattels, where the possession is retained by the mortgagor, may provide that, in default of payment, the mortgagee may take possession of that which is, until default, withheld from him; (3) that where there is no express power of sale given by the mortgage deed, a mortgagee of personal chattels who has taken possession may, after default in payment, and after he has given a reasonable time for payment to the mortgagor, sell the property (at common law we presume); (4) that the Bills of Sale Act of 1882 enabled provisions to be inserted in a bill of sale giving or regulating a power to enter and seize the chattels comprised therein; (5) that the combined effect of sections 7 and 13 of the Act of 1882 fixes five days after possession taken as the "reasonable time" for payment; (6) that it follows that a power of sale arises on possession being taken of the goods quite independently of the Act of 1881—i.e., at a time prior to that on which sale could be made under the power conferred by the Act of 1881 (1882 in the report in the *Times* newspaper, but this is obviously a printer's error); (7) that it would, therefore, be unreasonable to give the mortgagees a power of sale "as if it had been in terms conferred by the mortgage deed" (see the Act of 1881, s. 19); (8) that the proviso relating to the power of sale, erroneously supposed to be incorporated in the bill of sale, does not invalidate the security.

Fry, L.J., was of opinion (1) that there was not in the case of the mortgage of chattels a power of sale given by law prior to the Conveyancing Act of 1881; (2) that "mortgage" in that Act included a bill of sale of personal chattels; (3) that if a bill of sale had been made after the Act of 1881, and before the Act of 1882 had come into operation, containing no express power of sale, the mortgagees would have had the power conferred by the Act of 1881, subject to the restrictions imposed by section 20; (4) if, independently of the Conveyancing Act, a mortgagee of chattels had an implied power of sale, such power would be excluded by the express power conferred by the Conveyancing Act of 1881; (5) That there was nothing in the statutory form of the bill of sale to exclude the operation of the Act of 1881; (6) that sections 7 and 13 of the Act of 1882 were negative clauses, not conferring, but imposing fetters on, a power of sale; (7) that the statutory bills of sale incorporated the power of sale conferred on mortgagees by the

Conveyancing Act, 1881, subject to the express restriction imposed by section 20, and that the bill of sale was void as attempting to do away with these restrictions.

The Master of the Rolls and Lopes, L.J., were of opinion (1) that before the Act of 1882 came into operation the mortgagee under a bill of sale would have been clothed with the power of sale conferred by the Conveyancing Act, 1881; (2) that the provisions of the Bills of Sale Act clearly shewed that a bill of sale under the Act of 1882 was to be complete in itself, and was not to require reliance on any other Act of Parliament; (3) that the power of sale conferred by the Act of 1881 was repugnant to the provisions of the Act of 1882, and, therefore, could not apply to bill of sale; (4) that the mortgagee had a power of sale conferred by the 7th and 13th sections of the Act of 1882; (5) that, if no power of sale is given by the Act, he may seize the goods, and, as assignee, sell, subject to any right to the grantee to redeem, which right must be exercised within five days after seizure to prevent a sale.

The results of the decisions are the following:—

(1) The Master of the Rolls, Cotton, Lindley, Bowen, and Lopes, L.JJ., held (*dissentiente*, Fry, L.J.) that the power of sale conferred by the Conveyancing Act, 1881, was repugnant to the Act of 1882, and, therefore, could not apply to mortgage bills of sale under that Act.

(2) That the mortgagee under a bill of sale under the Act of 1882 can sell

- (a.) under his common law rights after seizure and waiting a reasonable time [five days, as mentioned in the Act] (*per* Cotton, Lindley, and Bowen, L.JJ.);
- (b.) under a power of sale conferred by the Act of 1882 (*per* the Master of the Rolls and Lopes, L.J.);
- (c.) under the power of sale conferred by the Conveyancing Act, 1881 (*per* Fry, L.J.).

There remains a question of very great practical importance—namely, Will the decision in *Re Morritt* render it necessary to make any change in the forms of mortgages of stocks and of *choses in action*, such as policies, which, it must be remembered, do not fall within the provisions of the Bills of Sale Acts?

There are two cases that must be distinguished:—

First, where the conveyance to the mortgagee is made in some statutory manner operating at law and not containing the provisions as to redemption. In this case the mortgagee appears to have obtained possession of the property, and can therefore sell under his common law rights in default of payment on the appointed day. It appears very doubtful whether in this case any deed of defeasance would be a "mortgage" within the meaning of the Conveyancing Act, 1881, and, therefore, whether any power of sale could be implied by such a deed. It appears to follow from paragraphs (1) and (6) of the judgment of Cotton, Lindley, and Bowen, L.JJ., that, even if the deed of defeasance was a mortgage within the meaning of the Act, the statutory power could not be implied as it might possibly not come into operation till after the common law power had arisen; but the opinions of the Master of the Rolls and Fry and Lopes, L.JJ., who agree with each other on this point, differ from those of Cotton, Lindley, and Bowen, L.JJ.

Secondly, where the conveyance to the mortgagee is made by deed operating in equity only, and containing the provisions as to redemption. There is considerable difficulty in seeing what, in a case of this nature, is equivalent to taking possession of personal chattels: it may be argued that nothing but actual reduction into possession—i.e., having the moneys secured by the *choses in action* paid off—is sufficient; but this view is probably incorrect, and it is apprehended that giving notice to the persons whose duty it is to pay the money secured by the *choses in action*, even if it be payable only at a future time, will be sufficient. If this view is correct, the mortgagee can, after default in payment on the appointed day, sell the equitable interest vested in him, exercising an equitable power implied from the nature of the transaction similar to the common-law power attached to mortgages of personal chattels; and the reasoning of Cotton, Lindley, and Bowen, L.JJ., would shew that, as in the case of deeds of defeasance of legal conveyances of *choses in action*, the power of sale implied by the Conveyancing Act, 1881, could not arise—a conclusion so contrary to the practice of conveyancers that it is hardly conceivable that it is correct.

It should also be remarked that the first paragraph of the judgment of Cotton, Lindley, and Bowen, L.JJ., is open to the obser-

vation that where the power of sale given by the Conveyancing Act, 1881, is expressly incorporated in the mortgage deed, the express power thereby given ought to supersede the implied power arising from the nature of the transaction, according to the maxim, "*Espressum facit cessare tacitum*."

The result appears to be that, whether the instrument is a defeasance of a legal conveyance of a *chase in action* transferred at law, or a mortgage, effected by deed, of a *chase in action* transferable in equity only, there can be no objection to inserting an express power of sale, which, of course, can be effected by expressly incorporating the power of sale conferred by the Conveyancing Act, 1881; and perhaps it will be the safer course to do so until a decision on the point has been given.

REVIEWS.

THE ANNUAL PRACTICE.

THE ANNUAL PRACTICE, 1886—7, BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES RELATING TO THE GENERAL PRACTICE, PROCEDURE, AND JURISDICTION OF THE CHANCERY AND QUEEN'S BENCH DIVISIONS OF THE HIGH COURT OF JUSTICE, AND ON APPEAL THEREFROM TO THE COURT OF APPEAL AND HOUSE OF LORDS. By THOMAS SNOW and HUBERT WINSTANLEY, Barristers-at-Law. William Maxwell & Son; H. Sweet & Sons.

After our notices of this book in previous years it is probably only necessary to announce the appearance of the new issue; but we should be sorry to do so without a word of commendation of the care and accuracy bestowed upon the last issue, to which, from constant use, we can testify. Such testimony, however, is probably little needed, as the array of white backed books on the bar seats and bench on certain days in the Chancery Division is sufficient evidence of the general appreciation of the work. We regret to observe the retirement from the editorship of Mr. Joseph Walton; but, so far as our observations of the new issue have gone, we see no reason to withdraw or modify with regard to it the praise we have bestowed on previous issues. The Supreme Court Rules of December, 1885, and July, 1886, and the Funds Rules, 1886, are inserted in their proper places, and the diligence with which the decisions of the year have been collected is shewn by the fact that upwards of 300 cases are added in the present issue. The index has been greatly enlarged, although we have never found any difficulty in reference from the previous indices. The only point on which we have discovered a lack of information in the book is as to the Order in Council of the 16th of December, 1880, which, we think ought to be printed in full. This, however, is matter mainly of historical interest.

BANKRUPTCY.

THE LAW AND PRACTICE IN BANKRUPTCY, COMPRISING THE BANKRUPTCY ACT, 1883; THE BANKRUPTCY RULES, 1886; THE DEBTORS ACTS, 1869, 1878; AND THE BILLS OF SALE ACTS, 1878 AND 1882. FOURTH EDITION. By ROWLAND VAUGHAN WILLIAMS, WALTER VAUGHAN WILLIAMS, and EDWARD WILLIAM HANSELL, Barristers-at-Law. Stevens & Sons; H. Sweet & Sons.

With commendable promptitude the authors of this treatise have seized the opportunity afforded by a new code of rules to bring out a fourth edition of their work. In order to accommodate the numerous cases decided since the passing of the Act, they have enlarged their page from demy to royal octavo; and, by a curious coincidence this change has exactly answered the purpose, the number of pages in the two editions being precisely the same.

In our notice of the previous edition, while doing justice to the clearness of the style of the book and the conciseness with which the results of the cases were stated, we felt constrained to comment somewhat unfavourably on the tendency to retain unnecessary disquisitions on the old law. This, we regret to say, has not been wholly amended on the present occasion, and the fault is not one which becomes more venial with passing years. Thus we are still supplied, in the note to section 28, with some remarks on the law and practice under the Insolvency Acts; and, under section 47, the law relating to voluntary settlements, as laid down by the Act of 1849, still finds a place. Attention is drawn to an interesting point with reference to compositions before bankruptcy in the following passage extracted from the note to section 18:—"There is no express provision in the Act as to what are to be the powers of the debtor over his estate after a composition resolution has been approved. That he must have power to deal with his estate by realizing it in ordinary course of business, for the purpose of enabling himself to pay the composition, would seem to be a necessary practical implication.

To what extent, if at all, he may pledge it to give security to new creditors, except for the purpose of raising money to pay the composition, may be doubtful. The case of *Ex parte Allard, Re Simons* (16 Ch. D. 505), would still seem to be an authority upon this point." Sufficient weight is not given in this passage to the fact that, in cases of composition under section 18, there is no adjudication, and therefore, no *cessio bonorum*. In the case of *Ex parte Allard, Re Simons*, cited by the authors, the composition was preceded by liquidation under the Act of 1869, and the reference seems, therefore, to be inappropriate. The subject was incidentally considered in *Ex parte Clarke* (32 W. R. 775, 13 Q. B. D. 426), where Baggallay, L.J., expressed the opinion "that the approval of the scheme by the court would be equivalent to the discharge of the debtor." Until adjudication the civil status of the debtor is not affected, and it might, we think, be reasonably contended that a compounding debtor under section 18 has no need of a discharge, and is free to acquire and dispose of property from the time when the composition or scheme of arrangement has been sanctioned by the court.

The authors do not seem to have been quite as diligent in ransacking the reports as we should have expected, for we notice some few conspicuous omissions. Thus the important case of *Colonial Bank v. Whinney*, where the House of Lords reversed the decision of the Court of Appeal, was reported in the WEEKLY REPORTER so long ago as last July (see 34 W. R. 705), yet there is no reference to any report, except that contained in the *Weekly Notes*. Again, we should certainly expect to find, at p. 158, the cases of *Phelps, Stokes, & Co. v. Comber* (33 W. R. 829, 29 Ch. D. 813), and *Brown, Shipley, & Co. v. Kough* (34 W. R. 2, 29 Ch. D. 848), or, at all events, the case of *Frith v. Forbes*, there cited, might have been withdrawn as practically overruled by the recent cases to which we have referred.

On the index we can bestow the highest praise, for we have tested it by many references, and never found it wanting.

CORRESPONDENCE.

PAYMENT INTO COURT BY DEFENDANT BEFORE DELIVERY OF DEFENCE.

[To the Editor of the Solicitors' Journal.]

Sir,—You are aware that R. S. C. 1883, ord. 22, r. 1, provides two different ways in which money may be paid into court by a defendant:—

(a) Payment before or at the time of delivering defence (or, by leave, later), which payment "shall be taken to admit the claim or cause of action in respect of which the payment is made."

(b) "Payment with a defence denying liability." On this "Wilson" has a note:—"It follows from this rule, as read with rule 5 (a), that a defendant desiring to pay into court and deny his liability must wait till he delivers his defence."

On the expiration of a ninety-nine years' lease, we recently brought an action on behalf of the freeholder against the last assignee of the lease for rent and dilapidations, and the defendant, after service of writ, paid a small sum into court, thus bringing himself under the first branch of the rule.

The sum paid into court was the amount claimed for rent, but the defendant did not specify any particular part of the cause of action in respect of which the payment was made, and we presume, therefore, that the payment must be taken to have been made in respect of the whole cause of action.

Nearly a month afterwards the defendant put in a defence, denying liability—i.e., denying (among other things) that the term of years had been vested in him, and denying the plaintiff's title as assignee of the lessor.

We, therefore, took out a summons to shew cause why the defence should not be struck out or amended, as being contrary to the rule referred to and embarrassing. It appeared to us that a defendant having, by a proceeding in the action, admitted the cause of action, could not be allowed afterwards to put in a defence denying it.

Mr. Justice Field, affirming the decision of Master Gordon, dismissed the summons, with costs to the defendant in any event. We have been informed that Baron Pollock has given a similar decision in chambers.

As far as we understood the ground of Mr. Justice Field's decision, it was that the plaintiff was not hurt by the course the defendant had adopted. With great deference, however, we consider that a plaintiff, whose title has been admitted, is "hurt" by the defendant being allowed to change his mind and put the plaintiff to proof.

The decisions seems to us very difficult to reconcile with the language of the rule, and if they are correct the note in "Wilson" seems to require considerable modification. At any rate we think it

may be useful to call attention to the matter, and we should be glad to know the views of yourself and your readers upon the subject.

London, Dec. 20.

W. & W.

[See observations under head of "Current Topics."—*Ed. S.J.*]

REPORTS OF DIVORCE CASES.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the observations upon the law as to the exclusion of the public from the hearing of cases in the Divorce Court in your last number (the correctness of which cannot probably be gainsaid), I for one must beg leave to take exception to the principle enunciated in the concluding paragraph—viz., "That the exclusion of the public is a greater evil than the possible contamination of some by becoming acquainted with offensive details." That the hearing of such cases in public, and the publication of the details in newspapers, is injurious to public morality cannot admit of doubt, and I venture to submit that the interests of the morals of the people far exceed the private interests of the persons who figure in the proceedings in that court—or any possible good to the public by their publication—besides which, our judges, in the present day, may well be trusted to administer justice impartially, even with closed doors, in cases manifestly unfit to be heard in public. The state of public opinion on the subject calls, I believe, for some modification of the present state of the law, and I hope to see the day when such cases as that now before us will not be allowed to contaminate the public mind, and, at most, that a bare statement of the facts with the judgment will be allowed to be published. It is the details which do the harm, and these, I think, ought to be put a stop to—the sooner the better.

S. A. RAM.

SUMMONS FOR APPORTIONED AMOUNT OF WORKS UNDER PUBLIC HEALTH ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to your recent report of *Corporation of Manchester v. Hampson* (ante, p. 127), may I be allowed to point out that, as a matter of fact, Huddleston, B., is clearly wrong in saying, that "if the magistrates had decided on the ground that the street was a highway repairable by the inhabitants at large, *Reg. v. Hutchins* (27 W. R. 724, 6 Q. B. D. 300) shewed that they had gone beyond their jurisdiction." That case clearly implies, as will be seen from a perusal of it, that the magistrates have a right to decide on that ground, though they have no right to make an actual finding in words that the street was a highway repairable, &c., but only a right to dismiss the summons on that or some other good ground. And *Eccles v. The Wirral, &c., Authority* (34 W. R. 412, 17 Q. B. D. 107), following *Hesketh v. Atherton Local Board* (22 W. R. 58), is a direct decision of a divisional court that the magistrates have a right to decide on this ground.

A. H.

Dec. 21.

NEW ORDERS, &c.

RULES OF THE SUPREME COURT.

DECEMBER, 1886.

Note.—The following Rules may be cited as the "Rules of the Supreme Court," December, 1886, and each rule may be cited separately according to the heading thereof with reference to the rules of the Supreme Court, 1883. They shall come into operation on the 1st of January, 1887.

ORDER V. RULE 9.

1. Order V., Rule 9, shall be read as if the following words were added thereto:—

Subject as aforesaid, every cause or matter in the said division hereafter commenced in the District Registry of Liverpool or the District Registry of Manchester shall be marked with the name of such judge of the Chancery Division as the Lord Chancellor may by order from time to time direct.

ORDER XXXV. RULE 6a.

2. Where a cause or matter hereafter commenced in the Chancery Division is proceeding in the District Registry of Liverpool or in the District Registry of Manchester, the district registrar shall act in respect thereof, and throughout all the proceedings therein, as a chief clerk of the judge of the Chancery Division to whom the cause or matter is assigned, and as registrar and taxing master according to directions to be given from time to time by such judge: Provided that no order for the payment of money out of court for an amount exceeding £50 shall be made in any such cause or matter, except by the judge in person: and provided also that no district

registrar who is a practising solicitor shall tax the costs in any such cause or matter.

ORDER XXXV. RULE 12.

3. Order XXXV., Rule 12 shall be read as if the following words were added thereto:—

Provided that in any cause or matter proceeding in the District Registry of Liverpool or the District Registry of Manchester such reference or appeal may be to any judge for the time being sitting either at Liverpool or Manchester.

ORDER LXV. RULE 27.

4. Order LXV., Rule 27, Regulation (48), shall be read as if the following words were added thereto:—

Provided that in the taxation of costs between solicitor and client the taxing officer shall be at liberty to allow larger fees, under special circumstances to be stated by him.

(Signed)

HALSBURY, C.

COLERIDGE, C.J.

ESHER, M.B.

JAMES HANNEN, Prest. P.D. and A.

NATH. LINDLEY, L.J.

EDW. FRY, L.J.

C. E. POLLOCK, B.

H. MANISTY, J.

17th December, 1886.

PAY OFFICE, SUPREME COURT.

NOTICE OF OFFICE REGULATIONS FOR THE INFORMATION OF APPLICANTS.

[N.B.—The following Regulations will be subject to variation in exceptional cases.]

LODGMENTS IN COURT:—

For cash, the directions for lodgment will be ready not later than the afternoon of the day following the receipt of the schedule or request.

For securities, the directions for lodgment will be ready the second day following the receipt of the schedule or request.

[Note.—Lodgment directions may be applied for and sent by post.]

INVESTMENTS IN SECURITIES:—

Government securities purchased will be placed to the credit of the suitor's account four days after the money is available.

Instructions for the purchase of other securities will be given to the broker on the day following that on which the money is available; and the securities will ordinarily be placed to the credit of the suitor's account in about four days afterwards; subject to any unavoidable delay in completing the deeds or in obtaining the particular security.

[Note.—This will not apply to investments of accumulated dividends.]

SALES OF SECURITIES:—

The proceeds of Government securities will be placed to the credit of the suitor's account four days after the receipt of the request for the sale.

Instructions for the sale of other securities will be given to the broker on the day following the receipt of the request; and the proceeds will ordinarily be placed to the credit of the suitor's account in about four days afterwards; subject to any unavoidable delay in completing the deeds or in effecting the sale.

[Note.—Requests for sales may be sent by post.]

TRANSFERS OF SECURITIES OUT OF COURT:—

Transfers of Government securities will, in ordinary course, be completed at the Bank of England in four clear days after the application has been left at the pay-office.

Directions for the transfer of other securities will be ready on the second day following the delivery in the pay-office of the completed deed.

DELIVERY OF BONDS, BOXES, &c.:—

Directions will be ready on the second day after the receipt of the application (or of the schedule).

DELIVERY OF CHEQUES:—

Cheques for principal moneys will, as a rule, be ready within a week of the receipt of the schedule or other authority, or of the completion of necessary previous transactions or conditions, if any.

Cheques for dividends on Government securities will be ready on the usual days for payment of dividends on the Bank of England (subject to possible delay on the occasion of first payments).

Cheques for dividends on other securities will be ready within a week after the dividends have been placed to the pay-office account at the Bank of England.

The hours of delivery, are as under:—

Except in the long vacation:—Daily (Saturdays excepted), 10.30 a.m. to 3.30 p.m. Saturdays, 10.30 a.m. to 2 p.m.

In the long vacation:—Daily (Saturdays excepted), 11 a.m. to 3 p.m. Saturdays, 11 a.m. to 2 p.m.

REMITTANCES BY POST:—

Cheques sent by post (under rule 48 of the Supreme Court Funds Rules, 1886) will ordinarily be posted on the day on which the written request (or evidence of life, &c., in the case of periodical payments), is received at the pay-office; provided the application is correct and complete in form.

POWERS OF ATTORNEY:—

Will be ready for delivery on the third day following that on which they are bespoken. They may be bespoken by a London solicitor, or a London banker, or by the grantor (if duly identified). All powers for receipt of funds must be prepared in the pay-office and on the prescribed form. No general powers can be accepted for this purpose.

CERTIFICATES OF FUNDS:—

Will be ready on the second day after they have been bespoken; but merely re-dated certificates (when back-dated not less than one day) will be ready the day after they have been left.

NEGATIVE CERTIFICATES:—

Will be ready on the second day after that on which they are bespoken, but will always be back-dated four days.

TRANSCRIPTS OF ACCOUNTS:—

Transcripts of accounts will, in ordinary cases, be completed within one week of the day on which they have been applied for; but this period will be liable to extension when the transcript to be completed covers a period of more than two years.

Transcripts required for the use of chief clerks and other officers of the court will have precedence.

When so requested, the prices at which securities have been purchased or realised will be inserted in the transcripts.

All transcripts of accounts should be left at the pay-office to be completed at least once in a year (when possible, during the long vacation).

DORMANT FUNDS (i.e., funds not dealt with for more than 15 years):—

Applications for information (with the necessary stamp as below) must be in writing, and must satisfy the conditions of rule 101 of the Funds Rules, 1886.

Applicants should clearly understand that the only information which it is within the power of this department to furnish is,—(1) the amount of a particular fund; (2) the date of any order dealing there with.

VERBAL INFORMATION:—

Verbal information as to funds in court will not be given, except by special leave of the principal of each branch, or of the paymaster, or deputy-paymaster.

Forms can be obtained in rooms Nos. 5, 419, and 420. Deviations from the authorised forms cannot be allowed.

STAMPS:—

The stamps required on pay-office documents are as under:—

	s.	d.	
Certificate of funds	1	0	Impressed on request.
Transcript of account	2	0	Impressed on each opening.
Request to pay, lodge, transfer, or deposit in court, or to pay out funds (except when the lodgment, payment, &c., has been directed by an order)	1	0	
Request for information as to dormant funds	2	0	Impressed on request.
Request for other information	1	0	Adhesive or impressed.
Office copy of schedule to affidavit under Trustee Relief Act	1	0	Adhesive or impressed.
Power of Attorney.—Fee for preparation	3	0	
* This stamp is in addition to the Revenue stamp, but is not required in lunacy cases.			
Power of attorney.—Revenue stamps:			
For receipt of one dividend or interest payment	1	0	
For receipt of more than one dividend or interest payment	5	0	
+ No Revenue stamp is required when the yearly amount is less than £3.			
For receipt of principal money not exceeding £20, or of periodical payments (other than dividends or interest) not exceeding £10 per annum	5	0	Impressed on power.
For receipt of principal money exceeding £20, or of periodical payments (other than dividends or interest) exceeding £10 per annum	10	0	

W. HENRY WHITE, Paymaster.

* * Owing to unusual pressure on our space, we are compelled to leave over till next week the continuation of the articles "Concerning Searches," with much other matter.

On Saturday last Mr. Justice North gave notice that for the future he should adopt the practice which Mr. Justice Kay, Mr. Justice Chitty, and Mr. Justice Stirling have recently announced that they intend to adopt—viz., to require that in petitions for the payment of money out of court the exact words of the will or other instrument under which the money is claimed shall be set out in inverted commas. The rule is to take effect from the commencement of the next sittings of the court.

CASES OF THE WEEK.

GOWAN v. WRIGHT—C. A. No. 1, 16th, 18th, and 20th December.

DEBTORS ACT, 1869 (32 & 33 VICT. c. 62), s. 27—JUDGE'S ORDER MADE BY CONSENT AND NOT REGISTERED.

This was an appeal from the decision of Huddleston, B., and Manisty, J., and raised an important point as to the validity of judges' orders made by consent and not registered under section 27 of the Debtors Act, 1869. On the 16th of September, 1884, a judge's order was made by consent in the actions of *Gowan v. Wright* and *Wright v. Gowan*, by which the plaintiff in the former action was to sign judgment for £313 13s. 9d. and costs, but judgment was not to be signed if £200 and taxed costs were paid in monthly instalments by the defendant to the plaintiff; the cross-action was to be stayed and certain promissory notes and documents were to be delivered by the plaintiff to the defendant. The plaintiff handed over the documents, but the defendant made default in the payment of the instalments. The plaintiff thereupon signed judgment and issued execution. The defendant sought to set aside the judgment on the ground that it had not been filed in accordance with section 27 of the Debtors Act, 1869. The matter was referred by Stirling, J., to the Divisional Court, and that court held that the section applied and set aside the judgment.

THE COURT OF APPEAL (LORD ESKER, M.R., and LINDLEY, L.J.; LOPES, L.J., dissenting) now reversed that decision. They said that, although the words of the section were sufficiently wide to cover this case, it was a principle of law that, unless the wording of the statute expressly forbade such a construction, general words ought to be limited so as to prevent a man from being enabled to impair the obligation of his own contract by his own act. They considered that, comparing the section with section 137 of the Act of 1849 (12 & 13 VICT. c. 106) and with the interpretation given to that section in the case of *Bryan v. Child* (5 EX. 368), the proper meaning of the section was that such orders, when unregistered, were void as against creditors, but were not void as between the parties. It would be an absurdity to allow a man to avoid that to which he had consented and from which he had derived benefit. LOPES, L.J., considered that the case of *Bryan v. Child* had no application to the present case, and held that there was no power to limit the words of the section.—COUNSELL, Jelf, Q.C., and G. Henderson; Charles, Q.C., and R. O. B. Lane. SOLICITORS, Fennings, Son, & Manning; Snell, Sons, & Gremis.

MALLETT v. HANLEY AND ANOTHER—C. A. No. 1, 17th December.

PRACTICE—27 & 28 VICT. c. 27—SIGNING JUDGMENT.

This was an appeal from the decision of the Divisional Court (Denman and Hawkins, JJ.). The plaintiff was the promoter of a Bill in the House of Commons which was opposed by the defendants as directors of the Skegness, Chapel, St. Leonards, and Alford Tramways Co. The Committee of the House of Commons, before whom the Bill came, held, under 27 & 28 VICT. c. 27, s. 2, that the promoter had been vexatiously subjected to expense by the opposition of the petitioners, and they also found that the defendants were, in fact, the tramway company, and held them personally liable for the costs to be taxed by the taxing officer of the House. That officer issued his certificate on November 8, 1886, and the plaintiff thereupon issued a specially-indorsed writ for the amount under section 5 of the Act. That section provides that the party entitled to such costs may recover them by action of debt, in which it shall be sufficient for the plaintiff to declare that the defendant is indebted to him in the sum mentioned in the certificate, and the plaintiff shall, upon filing the declaration and certificate and an affidavit of demand, be at liberty to sign judgment as for want of plea by *nil dicit*. The defendants appeared to the writ and delivered a statement of defence, in which they denied that they had appeared before Parliament or opposed the Bill. The plaintiff proceeded to sign judgment nevertheless, but the officer, on hearing that a statement of defence had been delivered, declined to do so, and was upheld by the master and judge at chambers and by the Divisional Court.

THE COURT (LORD ESKER, M.R., LINDLEY AND LOPES, L.JJ.) now allowed the appeal. They said that although they thought that a defence might be delivered with leave, if such defence was a denial of the jurisdiction of the Committee of the House of Commons to make the order, they felt clear that without leave it was incompetent to the defendants under the Act to deliver a statement of defence. The proper course for the defendants if they really questioned the jurisdiction was to move to set aside judgment after it had been signed.—COUNSELL, Little, Q.C., and T. W. Chitty; Greene, Q.C., Kitch, and Fraser McLeod. SOLICITORS, Torr, Jamesways, Gribble, & Oddis; W. Whitfield.

Re NAYLOR AND SPENDLA.—C. A. No. 2, 17th December.

SETTLED LAND.—SALE BY TENANT FOR LIFE.—COPYHOLD.—RIGHT OF LORD TO DOUBLE FINES.—SETTLED LAND ACT, 1882, s. 20 (3).

The question in this case was as to the right of the lord of a manor to double fines, on the sale of settled copyhold land by an equitable tenant for life under the power conferred by the Settled Land Act. By sub-section 3 of section 20 of the Act it is provided that: "In case of a deed relating to copyhold or customary land, it is sufficient that the deed be entered on the court rolls of the manor, and the steward is hereby required, on production to him of the deed, to make the proper entry; and, on that production, and on payment of customary fines, fees, and other dues or payments, any person whose title under the deed requires to be perfected by admittance shall be admitted accordingly; but, if the

steward so requires, there shall also be produced to him so much of the settlement as may be necessary to show the title of the person executing the deed, and the same may, if the steward thinks fit, be also entered on the court rolls." A testator who died in 1885 devised a copyhold estate to a trustee, upon trust to pay the net rents to his wife for life, and after her death the property was to go to his children. The widow entered into a contract to sell the copyhold estate under the Settled Land Act. The trustee had not been admitted, but the lord was not yet entitled to seize for want of a tenant. The purchaser, and the lord and the steward of the manor, took out a summons under the Vendor and Purchaser Act, asking for a declaration that the vendor was bound to pay to the lord the fine, and to the steward the fees, which would have been payable if the customary heir or devisee had been admitted. The vendor, on the other hand, contended that the only fine payable was that due on the admission of the purchaser, and that the lord was not entitled to the second fine claimed as on the admission of the trustee. Chitty, J., in chambers, held that the lord was only entitled to the fine on the admission of the purchaser.

THE COURT OF APPEAL (COTTON, BOWEN, and FAY, L.J.J.) affirmed the decision, FAY, L.J., differing. COTTON, L.J., said that the question before the court was only between vendor and purchaser, but it was understood that the decision would be accepted by the lord and steward of the manor. The question was, whether the same fines and fees were payable as would have been payable if the trustee had been admitted. No customary fines would be actually payable in respect of admission of the trustee if he was not in fact admitted. The Act gave a new way of passing copyhold estates which made it unnecessary for the trustee to be admitted. It gave a purchaser a right to be admitted on payment of customary fines, but there was no reference in the Act to any customary fines which would have been due if the trustee had been admitted, and no such fine could be called a customary fine when there had been no admission of the trustee. If the Legislature had intended to deal with the particular case under consideration in the manner contended for by the appellants, it would have used language, as in the Wills Acts (section 5), expressly giving to the lord of a manor the fines, &c., as if the transfer had been in the ordinary way. The appeal, therefore, failed. The words of the Act did not give the lord fines in respect of that which never took place. BOWEN, L.J., concurred. FAY, L.J., regretted that he took a different view. The words of the section were general. They did not speak of "the" customary fines payable on a purchaser's admission, but of "customary fines," &c. There were no customary fines payable on the new form of conveyance given by the statute, and what customary fines were referred to? Two answers were possible. The customary fines indicated must be either those which would have been payable on or before admission if the Act had not passed, or those which would have been payable on admission if the Act had not passed. If the first construction were adopted, the rights of the lord would remain intact; the other construction deprived him of rights. Was it within the scope of the Act to affect the rights of the lord? His lordship thought not. The Act had quite a different object, and, as the words were equally open to two constructions, it was preferable to adopt that which did not prejudice the rights of the lord. If that construction were adopted, it appeared that the lord was entitled on the admittance of the purchaser to all such payments as would have been payable on or before the admittance if the Act had not passed.—COUNSEL, Archibald Brown; Cadman Jones. SOLICITORS, Mossop & Rolfe, for Mossop & Mossop, Long Sutton; Robinson, Preston, & Stow, for Sturton, Holbeach.

KEWNEY v. ATTRILL—Kay, J., 21st December.

PARTNERSHIP—DISSOLUTION—RECEIVER—JUDGMENT CREDITOR—LEAVE TO ISSUE EXECUTION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 46, SUB-SECTION 2.

In a partnership action the usual order had been made for a dissolution and accounts, and a receiver had been appointed. Creditors of the firm subsequently recovered judgment against the firm for £48 14s. and £8 costs, and now moved for leave to issue execution against the partnership assets, or that the receiver might be ordered to pay the debt out of such assets.

KAY, J., made an order giving the creditors a charge on the moneys in the hands of, or which might be taken possession of by, the receiver, they undertaking to deal with them according to any order the court might make; the intention of the court being to preserve to the applicants all the rights which they would have had if they had issued execution and the sheriff had seized and sold the assets on that day.—COUNSEL, D. L. Alexander; Whitaker. SOLICITORS, Spyer & Son; Wm. Easton.

Re THE DIRECT SPANISH TELEGRAPH CO. (LIM.)—Kay, J., 11th and 16th December.

COMPANY—REDUCTION OF CAPITAL—COMPANIES ACT, 1867 (30 & 31 VICT. C. 131), s. 11.

Petition for the sanction of the court to a reduction of capital by a company. The nominal capital consisted of £130,000 in 13,000 shares (of which 12,931 were issued) of £10 each on which £9 per share was paid up, and £60,000 in 6,000 preference shares of £10 each fully paid up and entitled to preferential payment of a dividend of £10 per cent. The articles provided for a reduction and it was now proposed to reduce the whole capital to £95,000 by writing off £5 per share from the amount paid up on each issued share and from the nominal amount of each unissued share. This scheme had been agreed to by a special resolution and was supported by a majority of both classes of shareholders.

KAY, J., said that the creditors of the company were not affected by

the scheme. The court had a discretionary power and must see that justice was done between the shareholders; on consideration he did not think that the reduction would work any injustice and he confirmed the scheme.—COUNSEL, Rigby, Q.C., and Phipson Beale. SOLICITORS, Blunt & Lawford.

COLYER v. FERGUSON—Chitty, J., 18th December.

PRACTICE—COSTS—ADMINISTRATION—TENANT FOR LIFE AND REMAINDERMEN.

In this case, a testator having devised his real estate upon trust for sale and upon trusts as to the proceeds thereof for F. for life with remainders over in strict settlement, and having settled his residuary personal estate upon the like trusts, an action was instituted by F. for general administration and also an order obtained by F. on summons in chambers under the Settled Land Acts, 1882 and 1884, that F. was entitled to exercise the powers of tenant for life under section 63 of the Act of 1882, and, therefore, not entitled under the Act of 1884 to exercise such powers, except with the sanction of the court, and that the costs of the summons be costs in the action. Upon the drawing up of the order the registrar declined to insert any order as to the costs. A petition was subsequently brought by F. to wind up the action, and it was asked that costs of, and incidental to, the petition be paid out of a fund in court representing the testator's general residuary estate. The petitioner asked for leave to amend the petition by including in the costs asked for those of the summons in chambers.

CHITTY, J., said that, as the summons was for the benefit of the remaindermen as well as the tenant for life, the costs of the summons were properly payable out of the testator's residuary estate, and made an order as prayed.—COUNSEL, Dundas Gardiner; S. B. L. Druce; Simmonds. SOLICITORS, Gadsden & Treherne; J. W. Marsh; E. A. Neale.

CARDEN v. THE ALBERT PALACE ASSOCIATION—Chitty, J., 21st December.

COMPANIES ACT, 1862, s. 153—PENDING PETITION TO WIND UP COMPANY—PROSPECTIVE ORDER AUTHORIZING DISPOSITION OF COMPANY'S PROPERTY.

In this case an application was made for leave of the court to authorize transactions relating to the affairs of a limited company. It appeared that the action was a debenture-holders' action, and that subsequently thereto a petition to wind up the company was presented and a provisional liquidator appointed. All parties desired to raise a sum of money to be a first charge on the company's property, and an order was obtained for that purpose. The money was required for the purpose of enabling a receiver and manager appointed in the action to carry on the company's business and also to enable the company to perform covenants contained in their building agreements, and thereby to obtain the leases which were to form the security for the proposed loan. It was objected by the chief clerk that the parties could not enter into a valid transaction, having regard to section 153 of the Companies Act, 1862, which provides that all dispositions of the company's property, &c., made between the commencement of the winding up, and the order for winding up shall, unless the court otherwise order, be void. The application was supported by the plaintiff and defendants and also by the petitioner.

CHITTY, J., said that, as he was assured that the transaction was for the benefit of all parties, he would make an order both in the action and in the petition, authorizing the parties to enter into the leases, and to hand over the leases to the trustees for the debenture-holders, notwithstanding section 153 of the Companies Act, 1862.—COUNSEL, Haldane; Grosvenor Woods. SOLICITORS, Diarmid & Teather; Stretton & Hilliard.

Re RILEY to STREATFIELD—North, J., 16th December.

VENDOR AND PURCHASER—CONTRACT FOR SALE OF LAND—PAYMENT OF INTEREST ON PURCHASE-MONEY AFTER DATE FIXED FOR COMPLETION—DEPOSIT OF PURCHASE-MONEY IN JOINT NAMES.

This was a summons under the Vendor and Purchaser Act, 1874, and the question arose, whether a purchaser of land could relieve himself of the obligation to pay interest on the purchase-money, after the date fixed for the completion of the purchase until actual completion, by depositing the purchase-money in a bank in joint names. The contract contained a condition that, if the completion of the purchase should be delayed by any cause whatever other than the wilful neglect or default of the vendor beyond the day fixed for completion—the 15th of February, 1886—the purchaser should pay interest at five per cent. on the unpaid balance of the purchase-money from that day until the actual completion. Considerable delay took place in the completion. On the 16th of February, 1886, the purchaser's solicitors wrote to the vendor's solicitors, "The purchase-money is ready, and lying idle" at a bank which they named; and, on the 2nd of March, they again wrote to the vendor's solicitors, "having regard to the further delay likely to arise, in consequence of the insufficiency of the power of attorney by L., we wish to avoid the possibility of any question arising between us as to the purchaser's liability to pay interest on the balance of his purchase-money, and we therefore beg to inform you that he is willing forthwith to deposit such balance in joint names with any first-class London banker on deposit, pending the due execution of the conveyance to the purchaser and collateral deeds." The vendor's solicitors accepted this offer "without prejudice to any question as to interest." This summons was taken out by the vendor to determine the question whether the delay in the completion of the purchase was due to his wilful neglect or default, and also the effect of the deposit of the money.

NORTH, J., held, on the evidence, that there had been no wilful neglect or default on the part of the vendor, and that the purchaser was bound to

pay interest, as provided by the contract, from the date fixed for completion, and that the deposit of the money did not relieve him from his obligation.—COUNSEL, *G. Pemberton Leach*; *Napier Higgins, Q.C.*, and *F. G. Bagshaw*. SOLICITORS, *Leach & Deedes*; *Palmer, Bland, & Nettleship*.

POMMERY v. APTHORPE—Q. B. Div., 17th December.

INCOME TAX, SCHEDULE D.—FOREIGN MERCHANTS—TRADE CARRIED ON IN ENGLAND.

This was a case stated by the Income Tax Commissioners for the purpose of determining whether the appellants were rightly assessed to income tax under 5 & 6 Vict. c. 35, s. 41, and 16 & 17 Vict. c. 34, s. 2, schedule D. The appellants, Pommery & Greno, are wine merchants and shippers, having their chief office for business at Rheims, in France, where they reside. They are in the habit of shipping champagne to England for the purpose of sale. They have an agent in London who employs travellers who seek for orders for the appellants' wine. Small orders are supplied by the agent from a stock of wine kept in London; larger orders are sent by him direct to the appellants at Rheims, and they ship the wine to the customers. The amounts due are collected by the agents on behalf of the appellants, who keep a banking account in London. Drafts given in payment are sent to the appellants for indorsement. The agent receives a commission on all wine sold by the appellants in England. He is duly assessed to income tax on all profits made by him in respect of his agency, and pays income tax thereon. The appellants were assessed to income tax, in the name of the agent, at the sum of £6,000, and they appealed to the commissioners, on the ground that the profits were made in France and not in England. The commissioners confirmed the assessment, subject to this case. On behalf of the appellants it was argued that there was no trade exercised in England within the meaning of the Act. *Tischler v. Apthorpe* (33 W. R. 548) and *Brichsen v. Last* (30 W. R. 301, 8 Q. B. D. 414) were distinguished; and *Sulley v. Attorney-General* (8 W. R. 472, 5 H. & N. 711) was relied on.

THE COURT (DENMAN and HAWKINS, JJ.) dismissed the appeal. The question was whether the appellants carried on a trade in this country. They thought they did. There was no serious distinction between this case and the two cases which the appellants tried to distinguish, though, perhaps, the circumstances in those cases were more obviously conclusive at first sight. And in *Sulley's case* the only point which seemed to be in favour of the appellants was the remark of Cockburn, C.J., that a man exercises his trade where his profits come home to him. But that meant where he got his money; and here the appellants got their money in London through their agent. The commissioners were right in confirming his assessment.—COUNSEL, *Pollard and J. E. Spencer*; *Sir B. Clarke, S.G.*, and *Dacey*. SOLICITORS, *Tippett & Son*; *Solicitors for the Island Revenue*.

BANKRUPTCY CASES.

Ex parte THE OFFICIAL RECEIVER, Re MORRITT—C. A. No. 1, 21st December.

BILL OF SALE—VALIDITY—POWER OF SALE—CONVEYANCING ACT, 1881, ss. 19, 20—BILLS OF SALE ACT, 1882, ss. 7, 9, 13—SCHEDULED FORM.

In this case, which was argued before the Court of Appeal No. 1 in August last, and was re-argued before the full Court of Appeal on the 11th of November, some important questions arose as to the application of the Conveyancing Act, 1881, to bills of sale which are governed by the Bills of Sale Act, 1882, and as to the implication of a power of sale in such bills of sale. Section 19 of the Conveyancing Act confers on a mortgagee by deed (and by section 2 this includes a mortgagee of personal chattels) "a power, when the mortgage-money has become due, to sell the mortgaged property, to the like extent as if the power had been in terms conferred by the mortgage deed." But section 20 provides that the mortgagee shall not exercise the power of sale, unless and until notice requiring payment of the mortgage-money has been served on the mortgagor, and default in payment has been made for three months after the service, or interest is in arrear for two months. Sub-section 2 of section 19 provides that the provisions of the Act relating to the powers conferred by it, comprised either in that section or in any subsequent section regulating the exercise of the powers, may be varied or extended by the mortgage deed, and sub-section 3 provides that the section shall apply only if and so far as a contrary intention is not expressed in the mortgage deed, and shall have effect subject to the terms of the mortgage deed and the provisions therein contained. Section 7 of the Bills of Sale Act, 1882, provides that personal chattels assigned under a bill of sale shall not be liable to be seized or taken possession of by the grantee for any other than the causes therein mentioned, one of which is if the grantee shall make default in the payment of the mortgage-money at the time appointed for payment. Section 9 provides that a bill of sale given as security for money shall be void unless made in accordance with the form in the schedule to the Act. And, by section 13, "all chattels seized, or of which possession is taken under or by virtue of any bill of sale . . . shall not be removed or sold until after the expiration of five days from the day they were so seized or so taken possession of." The form of bill of sale in the schedule to the Act does not contain any power of sale, but it authorizes the insertion of other terms "which the parties may agree to for the maintenance or defeasance of the security." The bill of sale in the present case was given as a security for the payment of money. It gave the mortgagee power at any time or times after its date, for any of the causes specified in section 7 of the Act of 1882, but for no other cause, without giving any previous notice to the mortgagor, to take possession of the assigned chattels, and for that purpose, if necessary, to break open

the doors and windows of the premises in which the chattels might be. And it was declared that the power of sale conferred upon the mortgagee by the Conveyancing Act, 1881, should be exercisable by him as if section 20 of the Act had not been enacted. There was also the ordinary proviso contained in the statutory form, that the chattels should not be liable to seizure or to be taken possession of by the mortgagee for any cause other than those specified in section 7 of the Act of 1882. No express power of sale was given. It was contended, on behalf of the official receiver (as trustee in the bankruptcy of the grantor), that the bill of sale was void, under section 9 of the Act of 1882, by reason of the clause excluding section 20 of the Conveyancing Act and by reason of the provisions as to seizure. The judge of the Leeds County Court decided that the bill of sale was void, but his decision was reversed by the Divisional Court (Manisty and Cave, JJ.).

THE COURT OF APPEAL (LORD ESHER, M.R., and COTTON, LINDLEY, BOWEN, FRY, and LOPES, L.JJ.), FRY, L.J., dissenting, affirmed the decision of the Divisional Court. COTTON, L.J., delivered the judgment of himself and LINDLEY and BOWEN, L.JJ. He said that the clause which related to the Conveyancing Act assumed that the power of sale given by that Act applied to bills of sale, and, on that assumption, attempted to regulate its exercise, but did not by contract introduce the power of sale given by the Act. It was contended that, if the power of sale conferred by section 19 of the Conveyancing Act was given to mortgagees under a bill of sale to which the Act of 1882 applied, the clause which removed the restrictions contained in section 20 of the Act of 1881 would impose on the mortgagor a liability different from that which would result from a bill of sale in the statutory form, and that, therefore, the bill of sale would, in accordance with *Ex parte Stanford* (17 Q. B. D. 259, 30 SOLICITORS' JOURNAL, 418), be void. Having regard to the definitions of "mortgage" and "property" in the Act of 1881, and to the fact that, before the Act of 1881, powers of sale were usually inserted in bills of sale, his lordship was of opinion that, unless there was something in the Act of 1882, or in the particular bill of sale, which was sufficient to lead to a different conclusion, the power of sale given by section 19 of the Act of 1881 would, by force of that Act, be given to mortgagees under a bill of sale. But that Act did not make it compulsory on mortgagors and mortgagees to adopt the power of sale given by section 19; it left it optional to parties having power to contract to vary or to exclude altogether the provisions as to sale contained in section 19. Therefore his lordship thought that this power would not be given to a mortgagee when the nature of the security or the provisions of the instrument showed that the power of sale given by the Act was unnecessary. What were the exact rights of sale which a mortgagee of personal chattels possessed? A pledge of personal chattels, as a rule, was and must be accompanied by delivery of possession, and it enabled the pledgee in possession (though he had only a special property in the thing pledged) to sell on default in payment, and without notice to the pledgor, although the pledgor might redeem at any moment up to sale. A mortgage of personal chattels involved in its essence, not the delivery of possession, but a conveyance of title as a security for the debt. Such a mortgage, however, might be accompanied with a transfer of possession, and mortgages of personal chattels, in cases in which possession was retained by the mortgagor, might, and commonly did, provide that, in default, the mortgagee might take that possession which, until default, was withheld from him. There was very little, if any, authority on the point, but his lordship was of opinion that a mortgagee of personal chattels which were in his possession was not in a worse position than a pledgee, and, when there was no express power given by the mortgage, he had, after default in payment, and when he had given the mortgagor a reasonable time to pay the money due, a power to sell and give a good title to the purchaser, though, of course, the mortgagor had, at any time before sale, a right, on payment of the money due, including expenses, to prevent the sale and redeem the chattels. The form of bill of sale scheduled to the Act of 1882 allowed provisions to be added for the "maintenance of the security," and this, in his lordship's opinion, enabled provisions to be added giving or regulating a power to enter and seize the chattels comprised in the bill of sale. The present bill of sale contained such provisions, and, assuming those provisions to be valid, the mortgagee, when he had taken possession of the chattels, had, in his lordship's opinion, a power of sale after a reasonable time had been allowed to the mortgagor for payment. That time was, he thought, fixed by sections 7 and 13 of the Act of 1882 at five days after possession taken. There was, therefore, under the bill of sale (independently of, and without introducing, the power given by the Act of 1881) a power to sell, which would arise on possession being taken—i.e., before the time previous to which the Conveyancing Act of 1881 prohibited any sale being made. It would, therefore, in his lordship's opinion, be unreasonable to give to the mortgagee a power of sale "as if it had been in terms conferred by the mortgage deed," when the power could not, under the provisions of the Act of 1882, be exercised before the mortgagee would, without the provisions of the Act of 1881, have a power of sale. It had been suggested that, by section 7 of the Act of 1882, a power to seize the chattels mortgaged was impliedly given, and that this rendered it unnecessary to rely on the express power to seize given by the present bill of sale. His lordship thought it unnecessary to decide this point. In his opinion the clause relating to the power of sale, erroneously assumed to be given by the Act of 1881, did not make void the security. It had been urged that the provisions as to seizure contained in the bill of sale made it void. His lordship thought that this objection could not be sustained. He would assume that there were in these provisions many stipulations which could not be enforced. But the whole provision was one "for the maintenance of the security," and though some part of the provisions might not be capable of being enforced, the mere introduction of the pro-

visions did not, in his opinion, render the deed void under section 9. In his opinion, the mere fact that provisions were inserted which were not contrary to any express provisions of the Act of 1882, though, in consequence of the general law applicable to contracts, they were invalid, did not make the bill of sale void. Those provisions might be invalid and superfluous, but, as they were introduced for the "maintenance of the security," they did not, in his lordship's opinion, make the deed void. *Lopes, L.J.*, delivered a judgment (in which *Lord Esher, M.R.*, concurred). He was of opinion that, by the statutory form of bill of sale, a power of sale was given by implication to the grantee, and that the Legislature, when they enacted that statutory form, did not intend the provisions of another Act to be imported. The enactment of the express form negated, and was inconsistent with, such a conclusion. The mortgagee did not require the aid of the Conveyancing Act. When it was said by section 7 of the Act of 1882 that the chattels assigned by a bill of sale should not be liable to be seized or taken possession of by the grantee for any other than the specified reasons, and when subsequently it was said that, within five days after seizure, the grantee might be restrained from removing or selling the chattels, it must mean that he was to have a power to sell. There was no occasion to insert in the form a power to take possession of, to sell, or to redeem; these powers were given by the Act itself, and need not appear in the form. And, when section 13 said that the goods should not be removed or sold until after the expiration of five days, it surely meant that they might be sold after that time. It gave a power to sell five days after the goods were taken possession of. At any rate the mortgagee could get a power to sell in another way. A power to seize might clearly be inserted in the deed, because it was a provision for the maintenance of the security; the mortgagee could seize under that power, and, having the possession of the goods, he might, as assignee of them, sell them, subject to any right of the grantor to redeem; a right which must be exercised within five days to prevent a sale. If that right was not exercised within five days, the mortgagee had at law and in equity a right to sell, and he could give an unimpeachable title to a purchaser. The provisions of the present bill of sale did not alter its legal effect so as to make it not in accordance with the statutory form, and they did not, therefore, invalidate it. *Fry, L.J.*, differed. He said that a mortgage of chattels was essentially different from a pawn or pledge. A pawnee had a power of sale on default in payment at a time fixed for payment. A mortgagee having the whole legal title to the chattels could, of course, sell them at law, but the equitable right of the mortgagor to redeem could, in his lordship's opinion, be excluded only by the presence of an express or implied power of sale. A careful examination of all the authorities cited had not disclosed a single clear authority for the existence of an implied power of sale in a mortgage of chattels. The conduct of the Legislature was opposed to its existence. By the Merchant Shipping Act, 1854, they conferred by express enactment such a power on the mortgagee of a ship. His lordship knew of no authority and no analogy for the notion that a power of sale, which did not exist at the creation of the mortgage, and while the mortgagee was out of possession, would arise on his taking possession. This question was, however, now of comparatively little importance. By the definition clause (section 2) of the Conveyancing Act the word "mortgage" included and was intended, he thought, to include a bill of sale of personal chattels, and it was plain that the Legislature did not contemplate that bills of sale carried with them any implied power of sale, whether before or on possession, which made it undesirable to apply to them the express power given by the Act. Moreover, it was the practice of conveyancers to confer an express power of sale on mortgagees of chattels. If, however, there was an implied power of sale at law or in equity in a bill of sale before the Act of 1881, the power of sale introduced by that Act would, for the future, exclude by implication that implied power. When the Act of 1882 was passed the Legislature must have had the Act of 1881 in their contemplation, and, if they had intended to exclude the operation of the Act of 1881, they would in all probability have done so by express terms. When section 13 of the Act of 1882 implied the existence under the statutory form of a power of sale, it was difficult to resist the conclusion that the power of sale referred to was that given in express terms by the Act of 1881. There was nothing in the statutory form which, by implication or reasonable inference, excluded the power of sale given by the Act of 1881. Sections 7 and 13 of the Act of 1882 were negative and prohibitory; they did not give powers to the mortgagee, but they fettered the exercise of powers where they existed, and they were not inconsistent with the power of sale given by the Act of 1881. The new fetters thus imposed were not inconsistent with the fetter imposed by section 20 of the Act of 1881. The object of the Act of 1882 was to impose stringent limitations on the power of contracting for the loan of money on chattels as against the lender, and to disqualify the borrower from bestowing on the lender many powers which he had been in the habit of demanding, and this object was furthered, not frustrated, by the importation into the statutory form of the fetters on the power of sale contained in section 20 of the Act of 1881. In his lordship's opinion the effect of section 9 of the Act of 1882 was to take away the power, given by sub-section 3 of section 19 of the Act of 1881, to remove the fetters imposed by section 20 on the exercise of the power of sale conferred by section 19. The scheduled form of a bill of sale, in his lordship's opinion, imported both the power of sale given by section 19 and the fetter imposed by section 20, and, if that fetter was by express stipulation struck off, the power of sale was liberated and might be exercised, though no one of the contingencies mentioned in section 20 had happened, and then the instrument so drawn would have a legal effect which went beyond that which would result from the statutory form, and it was, therefore, void, as not being in accordance therewith. His

lordship could not concur in the argument which had been used—that the creation of a power of sale would be the insertion of a "term for the maintenance of the security," though that argument derived countenance from *Consolidated Credit Corporation v. Gomey* (16 Q. B. D. 21). In his lordship's opinion a power of sale was a collateral power, neither, strictly speaking, in maintenance or in defeasance of the security. If a power of sale were within those words, he did not see what other provision would not be, and so to interpret the words would be to repeal section 9. In his opinion the present bill of sale was not in accordance with the statutory form, and was, therefore, void.—*COURT, Muir Mackenzie; George Banks. SOLICITORS, W. Murlin; Williamson, Hill, & Co.*

THE BAR COMMITTEE AND THE CIRCUITS.

This following is the report of the Bar Committee, recently forwarded to the Lord Chancellor and the judges, with respect to circuit arrangements and proposed alterations:—

1. Your committee report that the practice of sending one judge only to a circuit town during the past few years for the holding of assizes has caused great inconvenience, delay, and expense, is incompatible with the proper disposal of business, and affords no counterbalancing advantage. It has created great discontent and inconvenience among suitors, jurymen, solicitors, and others, and the result has been that suitors have been deterred from entering causes at the assizes.

2. We believe that a careful and well-considered system of "grouping" of counties together, coupled with the presence of two judges at each assize town, would remedy the existing evils.

3. We propose so to group the counties that each county (with some possible exceptions) may have assizes during the year held within its limits, so that the privilege of holding assizes at the county town, which the inhabitants of each county undoubtedly value, should not be taken away.

4. We subjoin schemes by which the above proposal may be carried out. These plans may admit of amendment in detail, but they are the result of considerable discussion and inquiry.

5. The advantages to be gained under the proposed system of grouping are as follows:—

(a.) The doing away with a number of commission days. There is also involved in this a saving with respect to first business days, which are little more than half days.

(b.) The saving of time and expense where a long trial blocks one court. Where there are two courts shorter cases may be disposed of before the other judge, thereby enabling parties to have their cases tried and witnesses, &c., to be set free.

(c.) The prevention of much waste of time arising from the uncertainty of the number of days required in a county where the business may or may not be very rapidly disposed of. It is obvious that where two counties are joined the average of the joint business may be more readily gauged.

(d.) The loss of time and the unnecessary waste of money arising from not knowing when the one judge will be able to open the commission, and when (if at all) he will be able to try causes. This may frequently, under the present system, amount to an absolute denial of justice.

(e.) The great decrease in the length of time during which the judges who go circuit will be absent from town.

(f.) The advantage of two judges consulting on difficult matters.

6. We are aware that the scheme we propose will necessitate the absence from town of fourteen judges, leaving only one common law judge in London, whose services would be required in chambers. Your committee wish to point out that during the last Summer Circuit the Lords Justices of Appeal assisted the common law judges, and if it should appear really desirable (as it seems to us it would be) to have a divisional court sitting from time to time in London during the circuits, or a judge sitting to hear any matter of urgency, arrangements could be made by and with the approval of the Lords Justices by which such courts could be held. We are of opinion that the attempt to transact the ordinary *Nisi Prius* business in London during the circuits is of doubtful benefit to anybody, and causes great inconvenience in many cases to suitors and all others concerned in the trials at *Nisi Prius*.

7. The above suggestions are made on the supposition that the system of holding civil assizes in each county is to be maintained; but your committee adhere to the view expressed in the following paragraph of their report of March, 1885:—

"We think that a saving of judicial time may be effected by diminishing the number of places at which the assizes shall be held. Looking merely at the interests of the bar, the most desirable plan would be to select a limited number of the principal assize towns at which the civil business should be taken for the surrounding districts."

8. Your committee are strongly of opinion that on no account should assizes be appointed to be held contemporaneously at two places on the same circuit.

NORTH-EASTERN CIRCUIT.

Two judges are required at Newcastle. No grouping is possible on this circuit.

WESTERN CIRCUIT.

LAST SUMMER ASSIZE.

Salisbury	July 9	(+ Devises in Spring.)
Dorchester	July 13	

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* Oakham
Leicester
Derby
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Lincoln
* Warwick
Birmingham

Wells	July 16 († Taunton in Spring.)
Bodmin	July 20
Exeter	July 24
Bristol	July 30
Winchester	Aug. 7

Winchester
† Salisbury } Eight days (working).

† Dorchester }
* Exeter } Alternate six days (working).

Bodmin }
Bristol }
† Taunton } Ten days (working).
† Wells }

* The difficulties which might arise from alternating Bodmin with Exeter would be much lessened if Plymouth were an assize town, or Bodmin might be altogether discontinued as an assize town for civil business.
† Dorchester, Salisbury, Devizes, Taunton, and Wells might, we think, be discontinued as assize towns for civil business.

NORTH WALES.*

LAST SUMMER CIRCUIT.

Newtown	Thursday, July 6
Dolgelly	Monday, July 13
Carnarvon	Thursday, July 15
Beaumaris	Monday, July 19
Ruthin	Thursday, July 22
Mold	Saturday, July 24
Chester	Monday, July 26
Swansea	Monday, Aug. 2

* On the North and South Wales Circuit only one Judge would go as formerly, until the two meet at Chester.

Taken seven days later.

Newtown	Thursday, July 8	Thursday, July 15
* Welshpool	Thursday, July 8	Thursday, July 15
Carnarvon	Monday, July 12	Monday, July 19
Beaumaris	Monday, July 12	Monday, July 19
Ruthin	Friday, July 16	Friday, July 23
Mold	Friday, July 16	Friday, July 23
Chester	Monday, July 19	Monday, July 26
Swansea	Monday, July 26	Monday, August 2

A saving of seven days.

* For the counties of Montgomery and Merioneth.

SOUTH WALES.

LAST SUMMER CIRCUIT.

Haverfordwest	Friday, July 9
Cardigan	Tuesday, July 13
Carmarthen	Friday, July 16
Brecon	Tuesday, July 20
Presteign	Friday, July 23
Chester	Monday, July 26
Swansea	Monday, Aug. 2

Taken five days later.

* Haverfordwest	Friday, July 9	Wednesday, July 14
Cardigan	Friday, July 9	Wednesday, July 14
Carmarthen	Friday, July 9	Wednesday, July 14
† Brecon	Saturday, July 26	Wednesday, July 21
Chester	Wednesday, July 21	Monday, July 26
Swansea	Wednesday, July 28	Monday, August 2

A saving of five days.

* Carmarthen business could not be taken conveniently to Haverford or Cardigan, but the business from those two counties might be taken at Carmarthen. If desired not to abolish assizes at Haverford and Cardigan, assizes might be held in the winter at Carmarthen and Haverford, and in the summer at Carmarthen and Cardigan.

† For the counties of Brecon and Radnor.

MIDLAND CIRCUIT.

LAST SUMMER ASSIZE.

Aylesbury	Wednesday, June 23
Bedford	Friday, June 25
Northampton	Tuesday, June 29
Leicester	Friday, July 2
Oakham	Thursday, July 8
Nottingham	Friday, July 9
Lincoln	Friday, July 16
Derby	Wednesday, July 21
Warwick	Wednesday, July 28
Birmingham	Monday, Aug. 2

If begun at same date. Taken 21 days later.

* Aylesbury	Wednesday, June 23	July 14
Bedford	Wednesday, June 23	July 14
Northampton	Wednesday, June 23	July 14
* Oakham	Wednesday, June 23	July 14
Leicester	Tuesday, June 29	July 20
Derby	Tuesday, June 29	July 20
Nottingham	Monday, July 4	July 26
Lincoln	Monday, July 4	July 26
* Warwick	Tuesday, July 12	Aug. 2
Birmingham	Tuesday, July 12	Aug. 2

This shows a saving of 21 days.

* On this circuit Aylesbury and Oakham should, we think, be discontinued as assize towns, or, if not, only one judge should be sent there. Warwick business should be sent to Birmingham, which is in the same county.

OXFORD CIRCUIT.

LAST SUMMER ASSIZE.

Reading	Tuesday, June 29
Oxford	Thursday, July 1
Worcester	Saturday, July 3
Gloucester	Friday, July 9
Monmouth	Friday, July 16
Hereford	Wednesday, July 21
Salop	Saturday, July 24
Stafford	Thursday, July 29
Birmingham	Monday, Aug. 2

Taken 14 days later.

Oxford, for	Tuesday, July 13	Reading, for
Berks and Oxford	Tuesday, July 13	Berks and Oxford
Worcester, for	Friday, July 6	Gloucester, for
Worcester and	Friday, July 6	Gloucester and
Hereford	Friday, July 6	Monmouth
Shrewsbury, for	Wednesday, July 21	Hereford, for
Salop and	Wednesday, July 21	Hereford and
Stafford	Wednesday, July 21	Worcester
Monmouth, for	Wednesday, July 28	Stafford, for
Monmouth and	Wednesday, July 28	Stafford and
Gloucester	Wednesday, July 28	Salop
Birmingham ...	August 2	Birmingham

The result is a saving of fifteen days.

* The order of taking the towns is varied on this circuit to facilitate the travelling arrangements.

NORTHERN CIRCUIT.

Appleby and Lancaster should be discontinued as assize towns. The Appleby business to be taken to Carlisle, and the Lancaster business to Manchester or Liverpool. This would effect a saving of about four days.

LEGAL NEWS.

OBITUARY.

Mr. ROBERT PRIOR LEAV ROUFFELL, Q.C., died at his residence, The Albany Piccadilly, on the 16th inst., in his eighty-ninth year. Mr. Roupell, who was descended from a Venetian family, was the second son of Mr. George Boone Roupell, Master in Chancery, and was born in 1798. He was educated at Trinity College, Cambridge, and was called to the bar at Lincoln's-inn in Trinity Term, 1822. In 1844 he received a silk gown from Lord Lyndhurst, and he had for many years a considerable leading business in the Rolls Court, but he had long ceased to practise. Mr. Roupell was the senior Queen's Counsel. He was also (with the exception of Lord Eversley) the senior bencher of Lincoln's-inn, of which society he was treasurer in 1863. Mr. Roupell had formed a valuable collection of rare books and pictures. He was an elder brother of Mr. Charles Morris Roupell, one of the official referees.

Mr. WILLIAM STEWART, solicitor, of Wakefield, died on the 14th inst., in his eighty-first year. Mr. Stewart was born at Horbury in 1806. He served his articles with the late Mr. Stringer, of Wakefield, and he was admitted a solicitor in 1830. He was formerly a member of the firm of Lumb, Son, & Stewart, but he had been for several years associated in partnership with his eldest son, Mr. William Henry Stewart (late Mayor of Wakefield) and Mr. Martin Stewart. Mr. Stewart was a perpetual commissioner for the West Riding of Yorkshire, and he had an important private practice. He was for some time an alderman for the borough of Wakefield. Mr. Stewart was married to the daughter of Mr. Henry Lumb. He had been a widower for several years, and he leaves four sons and three daughters. He was buried in St. John's Churchyard, Wakefield, on the 17th inst.

APPOINTMENTS.

Mr. MONTAGU STEPHEN WILLIAMS, barrister, who has been appointed Stipendiary Magistrate at the Greenwich and Woolwich Police Courts, in succession to the late Mr. John Balfour, is the second son of Mr. John Jefferys Williams, barrister. He was born in 1834, and he was educated at Eton. He was called to the bar at the Inner Temple in Easter Term, 1862, and he has practised on the Oxford Circuit and at the Central Criminal Court and the Middlesex Sessions.

Mr. JENNAS JOHN MCINTYRE, Q.C., who has been appointed to act as a Commissioner of Assize on the North Wales and Chester Circuit, is the only son of Mr. Jennas McIntyre, and was born in 1831. He was called to the bar at the Middle Temple in Michaelmas Term, 1846, and he is a member of the North Wales Circuit. He became a Queen's Counsel in 1872. Mr. McIntyre is a bencher of the Middle Temple, and he was M.P.

for the City of Worcester in the Liberal interest from April, 1880, till November, 1885.

Mr. THOMAS BEARD, solicitor, of 10, Basinghall-street, has been appointed by Alderman Stone to the office of Deputy for the Ward of Bassishaw. Mr. Deputy Beard has served the office of Under-Sheriff of London and Middlesex. He was admitted a solicitor in 1859, and he is in partnership with his sons, Mr. Walter James Westcott Beard and Mr. Thomas George Beard.

Mr. JAMES FORRESTER FULTON, barrister, M.P., who has been appointed Junior Counsel to the Treasury at the Central Criminal Court in succession to Mr. Montagu Williams, who has been appointed a metropolitan police magistrate, is the youngest son of the late Lieutenant-Colonel Fulton, and was born in 1846. He is an LL.B. of the University of London. He was called to the bar at the Middle Temple in Easter Term, 1872, and he practises on the South-Eastern Circuit and at the Central Criminal Court, and the Essex, Hertford, and St. Albans Sessions. Mr. Fulton is prosecuting counsel to the Mint for Hertfordshire, and at the General Election of July last he was elected M.P. for the Northern Division of the Borough of West Ham in the Conservative interest.

Mr. EDWARD RIDLEY, barrister, who has been appointed an Official Referee of the Supreme Court of Judicature on the resignation of Mr. James Anderson, Q.C., is the second son of the late Sir Matthew Ridley, Bart., and was born in 1843. He was educated at Harrow, and he was formerly scholar of Corpus Christi College, Oxford, where he graduated first class in Classics in 1866, and he was afterwards elected a fellow of All Souls College. He was called to the bar at the Inner Temple in Trinity Term, 1868, and he has practised on the North-Eastern Circuit and on the Durham, Northumberland, Newcastle, and Berwick Sessions. Mr. Ridley was M.P. for South Northumberland from 1878 till 1880, and in the latter year he was a commissioner for inquiring into corrupt practices in the City of Oxford.

Mr. JOHN TROUTBECK, solicitor, of 4, Dean's-yard, has been appointed Deputy-Coroner for the City and Liberty of Westminster, in succession to Mr. Athelstan Braxton Hicks, resigned. Mr. Troutbeck is the son of the Rev. John Troutbeck, D.D., Minor Canon of Westminster. He was educated at Queen's College, Oxford, where he graduated third class in the Civil Law Examination in 1881, and he was admitted a solicitor in 1884.

Mr. JOHN WALTER WATSON, solicitor, of 27, Basinghall-street, has been appointed a Commissioner for taking Affidavits in the Stannaries Courts of Devonshire and Cornwall.

Mr. WILLIAM BURN, solicitor, of Okehampton, has been appointed Clerk to the Okehampton Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Burn was admitted a solicitor in 1870. He is town clerk of Okehampton, clerk to the borough magistrates, and registrar of the Okehampton County Court.

Mr. PATRICK MAXWELL, solicitor, of Dublin and Londonderry, has been elected President of the Irish Incorporated Law Society for the ensuing year. Mr. Maxwell was admitted a solicitor at Dublin in 1881.

PARTNERSHIPS DISSOLVED.

THOMAS DRAKE and WILLIAM BARNARD PILKINGTON, solicitors (Drake & Pilkington), Huddersfield and Saddleworth. Dec. 11.

CHARLES PIDCOCK, CHARLES FOLEY PIDCOCK, and HENRY WALWYN PIDCOCK, solicitors (Pidcock & Sons), Worcester. Sept. 29. So far as relates to the said Charles Foley Pidcock. The said Charles Pidcock and Henry Walwyn Pidcock will in future carry on the said business under the style or firm of Pidcock & Son.

[Gazette, Dec. 17.]

JOHN JONES and DAVID LEWIS, solicitors (Jones & Lewis), Cardiff. March 1.

[Gazette, Dec. 21.]

GENERAL.

A useful list of the bailiffs under the Agricultural Holdings (England) Act, 1883, appointed by the county court judges for the various districts, has been published by Mr. Frank P. Wilson, of 6, Fetter-lane.

On Monday evening the members of the South-Eastern Circuit entertained Sir Edward Clarke, Q.C., M.P., at a complimentary dinner at the Holborn Restaurant in celebration of his appointment as Solicitor-General. The chair was taken by Mr. Murphy, Q.C., and there was a considerable gathering of both the past and present members of the circuit, among them being Mr. Baron Pollock, Justices Denman, Mathew, Day, A. L. Smith, and Grantham, and the Attorney-General.

At the Marylebone Police Court on Wednesday, Arthur Powell, of 34, Salisbury-road, Highgate, appeared in answer to two summonses, taken out at the instance of the Incorporated Law Society, for unlawfully, wilfully, and falsely pretending to be a solicitor. Mr. W. H. Humphreys prosecuted. It was shown that the defendant was a customer of a Mr. Matthews, a hair-dresser, at 109, Fortess-road, Kentish Town, and he represented himself to be a solicitor. On July 26 he offered to do certain work for Mr. Matthews, and the latter paid him ten shillings to take out a summons in the county court. He gave him a receipt for the money, and at the same time said that he had other cases in court. Other money was afterwards given to the defendant in respect of the proceedings. The defendant pleaded guilty, and admitted that he had acted foolishly, and hoped that the magistrate would deal leniently with him. Mr. De Buzen inflicted a penalty, including costs, of £12 7s., or, in default, two months' imprisonment.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

The following notice has been issued to members:—In pursuance of the resolution passed at the annual general meeting, held on the 15th of July, 1881, to the effect that meetings of the society should be held in January and April, a special general meeting of the members of the society will be held in the hall of the society on Friday, the 28th of January, 1887. Members who may wish to move resolutions should send copies of them to the secretary not later than the 3rd of January. Notice of the proposed motions will afterwards be sent to each member of the society.

Law Society's Hall, Dec. 11.

COURT PAPERS.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

CHRISTMAS VACATION, 1886—7.

Mr. Justice Grantham will be the Vacation Judge from Friday, the 24th of December, 1886, until Monday, January 3, 1887, both days inclusive.

His lordship will sit in the Queen's Bench Judges' Chambers on Tuesday, the 28th of December and Friday, the 31st of December.

On other days during the vacation urgent chancery applications may be made to his lordship at Barcombe Place, near Lewes, Sussex.

Mr. Justice Stirling will be the Vacation Judge on Wednesday, the 22nd of December and Thursday, the 23rd of December, and from Tuesday, the 4th of January, 1887, until Monday, the 10th of January, 1887, both days inclusive.

His lordship will sit in Queen's Bench Judges' Chambers on Tuesday, January 4, Thursday, the 6th, and Saturday, the 8th.

On other days during the vacation urgent chancery applications may be made to his lordship at 51, Great Cumberland Place, Hyde Park.

In any case of great urgency the brief of counsel is to be sent to the judge by book-post, or parcel prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for Injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The chambers of Mr. Justice Stirling will be open on Tuesday, Wednesday, Thursday, and Friday, in every week, from 11 to 1 o'clock.

At the annual general meeting of the Gresham Life Assurance Society, held at the offices, 26, Poultry, E.C., on Monday last, the report stated the new premiums for the year at £75,923, the annual income £742,328, and the assets £3,776,326.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EASTERN COUNTIES LAND AND INVESTMENT CORPORATION, LIMITED.—By an order made by Chitty, J., dated Dec 6, it was ordered that the corporation be wound up. Layton & Co, Budge row, solrs for petitioner

JONES LLOYD, LIMITED.—Petn for winding up, presented Dec 17, directed to be heard before North, J., on Saturday, Jan 15. Taylor & Co, Field st, Gray's inn, solrs for petnrs

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

WILLIAM HARTLEY & SONS, LIMITED.—By an order made by Fox Bristowe, V.C., dated Dec 9, it was ordered that William Hartley & Sons, Limited, be wound up, and that Charles Henry Wade be appointed official liquidator, and that he be at liberty to carry on the business of the company until further order. Boote & Edgar, Manchester, solrs for petnrs

FRIENDLY SOCIETIES DISSOLVED.

CLOUGH HALL COLLIERY AND IRON WORKS SICK AND ACCIDENT SOCIETY, Forge Office, Kildgrove, Stafford. Dec 10

HARVEST HOME LODGE, Wheatheaf Inn, Red-street, Newcastle under Lyme, Stafford. Dec 13

HOLMES CHAPEL AND CRANAGE FEMALE FRIENDLY SOCIETY, Schoolroom, Cranage, Chester. Dec 13

RINGSTEAD INDUSTRIAL SOCIETY, LIMITED, Ringstead, Northampton. Dec 11

London Gazette.—TUESDAY, Dec. 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABERDEEN SLATE AND SLAN CO., LIMITED.—By an order made by Chitty, J., dated Dec 15, it was ordered that the company be wound up. Carr & Son, Broad lane, solrs for petnrs

LONDON, WIDDER, AND GREENWICH HOTELS CO., LIMITED.—Petn for winding up, presented Dec 17, directed to be heard before Stirling, J., on Jan 15. Saxton & Morgan, Somerset st, Portman sq, solrs for petnrs

TILBURY BRICKFIELDS CO., LIMITED.—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Milford Newnorthy, 71, Cornhill. Monday, Jan 17, at 12, is appointed for hearing and adjudicating upon the debts and claims

WHEELER HORSESHOE NAIL CO. LIMITED.—By an order made by North, J., dated Dec 11, it was ordered that the company be wound up. Reap & Co, Queen st pl, Cannon st, solers for petner

COUNTY PALATINE OF LANCASTER.
UNLIMITED IN CHANCERY.

No. 1, RAILWAY HOTEL BENEFIT BUILDING SOCIETY.—By an order made by Fox Bristowe, V.C., dated Dec 14, it was ordered that the society be wound up. Slater & Sons, Manchester, agents for Hall & Co, Accrington, solers for petner and official liquidators

CREDITORS' NOTICES.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 17.

Fryman, EGBERT, Rye, Sussex, Wine Merchant. Feb 14. Fryman v Fryman, Chitty, J. Grenside, Great George st, Westminster
Wray, ABRAHAM, Friends' Retreat, York. Jan 17. Close v Wray, Chitty, J. Wigan, Leeds

London Gazette.—TUESDAY, Dec. 21.

Comper, JAMES, North Heath, Pulborough, Sussex, Brickmaker. Jan 15. Comper v Kentley, Chitty, J. Mant, Storrington

NOTICES TO CREDITORS UNDER TRUSTEES RELIEF ACT, for insertion in the London Gazette or any newspaper, should be sent to Harrison and Sons, Publishers London Gazette, 45, St. Martin's-lane, W.C. The Gazette is published every Tuesday and Friday.—[ADVT.]

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 14.

BIRTWISTLE, ROBINSON, Gt Harwood, Lancashire, Farmer. Jan 7. Needham, Blackburn
BORASTON, ELIZABETH, Wribbenhall, Kidderminster, Coal Merchant. Jan 20. Hemmingsway, Bowdley
BOWLER, THOMAS FLETCHER, Burton on Trent, Brewer. Jan 12. Ormsby Taylor, Burton on Trent
BROOKES, SAMUEL PHILIP, Tewkesbury, Gloucester, Solicitor. Jan 20. Brookes & Badham, Tewkesbury
BROWNING, JAMES, Croydon, Market Gardener. Jan 11. Hogan & Hughes, Croydon
BUCKLES, CAROLINE, Long Sutton, Lincoln. Jan 10. Mossop & Mossop, Long Sutton
CHEERS, MARTHA ANN, Tattenhall, Chester. Feb 11. Brassey, Chester
GRIFFITH, DAVID DAVIES, Towyn, Merioneth, Skinner. Jan 12. Rowlands, Penrthreyn
EDWARDS, ALBERT, Yeovil, Somerset, Linen Draper. Feb 1. Watts, Yeovil
EVANS, JOHN, Glan Vyrnwy, Llanymynech, Gent. Jan 15. Minshalls & Parry Jones, Oswestry
GARTH, ARNIE, Knaresborough, York. Jan 5. Gill, Knaresborough
HOLLIS, THOMAS, Bayston rd, Stoke Newington. Jan 18. Hollis, Birkenhead
HELAND, CHARLES NIMROD, Cheltenham. Feb 1. Drew, Cheltenham
KLUMPP, JOHN JACOB, Coldharbour lane, Brixton, Licensed Victualler. Jan 8. Young & Co, St Mildred's st, Poultry
LUNGLEY, AMELIA, Kew, Surrey. Jan 10. Saxelby & Faulkner, Ironmonger lane
MACKIE, JAMES, Birtow in Furness, Licensed Victualler. Jan 12. Morgan & Nalder, Birtow in Furness
MALCOLM, GEORGINA CHARLOTTE FRANCES, Sloane st. Feb 1. Wynne & Son, Lincoln's inn fields
MANN, THOMAS, Roseneath house, Winchmore hill. Jan 25. Collyer-Bristow & Co, Bedford row
MARSHALL, ELIZABETH, Lincoln. Feb 11. Tweed & Co, Lincoln
MAUDE, HON FRANCES, Onslow sq, South Kensington, Captain R.N. Jan 24. Wynne & Son, Lincoln's inn fields
MILNES, DAVID, Wood Nook, Dalton, Fent. Feb 1. Sykes & Son, Huddersfield
NELSON, ROBERT, Longmarton, Westmorland, Gent. Jan 10. John Bell, Jun, Appleby
PAKE, JOHN PETER TROTMAN, Bristol, Corn Merchant. Jan 31. Turner & Chanter, Wotton under Edge
POWELL, CAROLINE, Pembury rd, Clapton. Jan 4. Farrar & Farrar, Doctors' commons
PUDDICOMBE, CAROLINE AMELIA, Waterloo rd, Lambeth, Stationer. Jan 15. Jackson, Bishopsgate Without
RAVENSCROFT, HENRY WILLIAM, John st, Bedford row, Solicitor. Jan 20. Ravenscroft & Co, John st, Bedford row
REFELLE, ALBERT WILLIAM, Streatham common, Grocer. Jan 20. William Fowler, Streatham common
SEAGER, CATHERINE HANNAH BUTLER, Balham pk rd, Balham. Jan 22. Sowton, Bedford row
SHORTEN, MARIE CLARA LOUISE, Osnabruck, Prussia. Jan 31. Chapman, Pancras lane
SHORTEN, TOM, Bromberg, Prussia, Engineer. Jan 31. Chapman, Pancras lane
SHLOOCK, ELIJAH, Dronfield, Derby, Edge Tool Maker. Jan 15. Lucas, Dronfield
SUTTON, RICHARD, Speke, Lancaster, Farmer. Jan 25. Banks & Kendall, Liverpool
THOMPSON, REV WILLIAM, Wotton under Edge, Gloucester. Dec 31. Turner & Chanter, Wotton under Edge
WHITE, THOMAS, Croydon, Surrey, Builder. Jan 31. Hogan & Hughes, Croydon
WILLIAMS, GWENLLIAN, Talbach, Glamorgan. Jan 18. Tennant & Jones, Aberystwyth
WOLFEY, ADAM, Matlock, Derby, Gent. Jan 12. Small, Burton on Trent

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 17.

RECEIVING ORDERS.

AITCHISON, JOSEPH, and TOM AITCHISON, Kingston upon Hull, Auctioneers. Kingston upon Hull. Pet Dec 13. Ord Dec 13
ANDREWS, THOMAS, Leicester Forest East, Leicester, Farmer. Leicester. Pet Dec 13. Ord Dec 13
ASKIE, JOHN FREDERICK PASS, Sheffield, Grocer. Sheffield. Pet Dec 15. Ord Dec 15
BARBER, HENRY, High st, Holborn, Builder. High Court. Pet Dec 14. Ord Dec 14
BARNFATHER, ISAAC, Carlisle, Grocer. Carlisle. Pet Dec 13. Ord Dec 13
BISHOP, HENRY, Harleyford rd, Kennington, Builder. Wandsworth. Pet Dec 15. Ord Dec 15
BLAND, HENRY, Scarborough, Chemist. Scarborough. Pet Dec 15. Ord Dec 15
BRIGHAM, THOMAS, Willoughby, nr Selby, Yorks, Farmer. York. Pet Dec 14. Ord Dec 14
BRODIE, THOMAS, Chesterfield, Derby, Grocer. Chesterfield. Pet Dec 11. Ord Dec 14
CARTER, HENRY, Bridgend, Glamorgan, Greengrocer. Cardiff. Pet Dec 15. Ord Dec 15
COOPER, WILLIAM, Rainow, nr Macclesfield, Farmer. Macclesfield. Pet Dec 2. Ord Dec 15
COOPER, WILLIAM, Cinderford, Gloucester, General Dealer. Gloucester. Pet Dec 18. Ord Dec 14
DURRANT, WILLIAM, Kessingland, Suffolk, Fishing Boat Owner. Gt Yarmouth. Pet Dec 15. Ord Dec 15
EDWARDS, WILLIAM HENRY, Fordingbridge, Hampshire, Ironmonger. Salisbury. Pet Nov 30. Ord Dec 14
EVANS, DAVID CORNWALLIAN, Brynmawr, Brecon, Grocer. Tredegar. Pet Dec 15. Ord Dec 15
FAWCEIT, WILLIAM, Kingston upon Hull, Joiner. Kingston upon Hull. Pet Dec 15. Ord Dec 15
GUNNELL, HERBERT, Gt Yarmouth, Grocer. Gt Yarmouth. Pet Dec 14. Ord Dec 14
HALE, CALKE, Cannock, Staffordshire, Beer Retailer. Walsall. Pet Dec 13. Ord Dec 13
HARDSTONE, WILLIAM, Lee, Kent, Butcher. Greenwich. Pet Dec 14. Ord Dec 14
HARKER, EDWARD, Burnley, Hosier. Burnley. Pet Dec 14. Ord Dec 14
HINDE, ARTHUR ALLINSON, and JOSEPH NELSEY POCKLINGTON, Manchester, Merchants. Manchester. Pet Dec 11. Ord Dec 11
HOLMES, WILLIAM, Nottingham, Draper. Nottingham. Pet Dec 14. Ord Dec 14
IMPEY, PERCY ROBERTS, Wormwood chbrs, Wormwood st, Carpet Dealer. High Court. Pet Nov 1. Ord Dec 14
JENNINGS, JAMES, Great Bowden, Leicestershire, Builder. Leicester. Pet Dec 14. Ord Dec 14
JONES, ROBERT, and JOHN WILLIAMS JONES, Liverpool, Timber Merchants. Liverpool. Pet Dec 14. Ord Dec 14
JONES, WILLIAM, Much Marcle, Herefordshire, Farmer. Worcester. Pet Dec 15. Ord Dec 15
LEARMONTE, ALEXANDER, Eaton pl, Eaton sq, Esq. High Court. Pet Dec 7. Ord Dec 7
LOCKE, HARRY, East Stonehouse, Devon, Boot Factor. East Stonehouse. Pet Dec 13. Ord Dec 13
MACPHERSON, CHARLES, Warwick, Baker. Warwick. Pet Dec 15. Ord Dec 13
MOULD, JOHN JAMES, Balsall Heath, Worcestershire, Slater. Birmingham. Pet Dec 14. Ord Dec 14
MUMFORD, FERDINAND CHARLES, Crewkerne, Somerset, Watchmaker. Yeovil. Pet Nov 23. Ord Dec 13
NEWLOVE, JOHN WILSON, Leeds, Coal Lender. Leeds. Pet Dec 13. Pet Dec 13
ONIONS, GEORGE, Moxley, Staffordshire, Ironmaster. Wolverhampton. Pet Dec 15. Ord Dec 15
PEACOCK, THOMAS WEBB, Birmingham, Tailor. Birmingham. Pet Dec 13. Ord Dec 13
PENNYMORE, WILLIAM HENRY, Golden lane, Printer. High Court. Pet Dec 13. Ord Dec 13
POWELL, GEORGE, and SARAH POWELL, Binstead, Hampshire, Farmers. Winchester. Pet Dec 4. Ord Dec 15
RAMAGE, JACOB, Broughton, nr Manchester, Plumber. Salford. Pet Dec 19. Ord Dec 10
RATH, LEONTINE, Ribblesdale rd, Hornsey, Spanglo Lignine Goods Manufacturer. High Court. Pet Dec 14. Ord Dec 14
ROBERTS, HENRY JOSEPH, Hisco, Mon, Grocer. Newport, Mon. Pet Dec 11. Ord Dec 13
ROBINSON, THOMAS, Chessey, nr Eccleshall, Staffs, Solicitor. Stafford. Pet Dec 4. Ord Dec 13
SMITH, THOMAS, Radcliffe, Lancs, Licensed Victualler. Bolton. Pet Dec 14. Ord Dec 14
SPACKMAN, GEORGE, Swindon, Solicitor. Bristol. Pet Dec 4. Ord Dec 14
TRAIN, WILLIAM, Leeds, Butcher. Leeds. Pet Dec 15. Ord Dec 15
WATSON, GEORGE, Sheffield, Grocer. Sheffield. Pet Dec 14. Ord Dec 14
WEBB, JOHN, Southsea, Bootmaker. Portsmouth. Pet Dec 11. Ord Dec 11
WHITE, DAVID, Westport, nr Basingstoke, Auctioneer. Winchester. Pet Dec 13. Ord Dec 13
WHITE, JEANNETT, Bournemouth, Lodging house Keeper. Poole. Pet Dec 9. Ord Dec 14
WITHERS, THOMAS, West Bromwich, Staffs, out of business. Oldbury. Pet Nov 29. Ord Dec 14
WHEEN, SIDNEY WILLIAM, Rotherham, Yorks, Coachbuilder. Sheffield. Pet Dec 14. Ord Dec 14

FIRST MEETINGS.

ANDREWS, THOMAS, Forest East, Leicester, Farmer. Dec 24 at 12.30. 25, Friar lane, Leicester
ARMSTRONG, CHARLES, Kingstown, nr Carlisle, Brick Manufacturer. Dec 29 at 12. Off Rec, 34, Fisher st, Carlisle
BARNFATHER, ISAAC, Carlisle, Grocer. Dec 29 at 1.30. Off Rec, 34, Fisher st, Carlisle
BRIGHAM, THOMAS, Willoughby, nr Selby, Yorks, Farmer. Dec 30 at 12. Off Rec, York
BROOKER, HENRY, Beckenham, Kent, Carman. Dec 30 at 3. 109, Victoria st, Westminster
COOPER, WILLIAM, Cinderford, Gloucester, General Dealer. Dec 28 at 2. Off Rec, 15, King st, Gloucester
EDWARDS, WILLIAM HENRY, Fordingbridge, Hampshire, Ironmonger. Dec 30 at 3. Off Rec, Salisbury
FORD, HENRY, Tibbury, Wilts, Builder. Dec 30 at 11. Off Rec, Salisbury

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.]

FURNISH ON NORMAN & STACEY'S SYSTEM; No Deposit; 1, 2, or 3 years credit; 50 wholesale firms. Offices, 75, Queen Victoria-st., E.C. Branches at 151, Pall Mall, S.W., & 9, Liverpool-st., E.C. Goods delivered free.—[ADVT.]

HINDE, ARTHUR ALLINSON, and JOSEPH NELSEY POCKINGTON, Manchester, General Merchants. Dec 29 at 11.30. Off Rec, Ogden's chhrs, Bridge st, Manchester
 JONES, ROBERT, and JOHN WILLIAM JONES, Liverpool, Timber Merchants. Dec 30 at 2. Off Rec, 35, Victoria st, Liverpool
 JONES, WILLIAM, Much Marcle, Hereford, Farmer. Dec 31 at 11. Off Rec, Worcester
 LOCKE, HENRY, Bournemouth, Traveller. Dec 31 at 12.30. Off Rec, Salisbury
 MACPHERSON, CHARLES, Warwick, Baker. Dec 31 at 11.15. Off Rec, 17, Hertford st, Coventry
 MUNFORD, FERDINAND CHARLES, Crowkerne, Somerset, Watchmaker. Jan 5 at 12. Off Rec, Salisbury
 PAPER, GEORGE, Leeds, out of business. Dec 30 at 11. Off Rec, 22, Park row, Leeds
 RAMAGE, JOSEPH, Broughton, nr Manchester, Plumber. Jan 4 at 11.30. Off Rec, Ogden's chhrs, Bridge st, Manchester
 RECANO, MONTFORT, & Co, Mark Lane, Commission Agents. Jan 5 at 11. Bankruptcy bdgs, Portugal st, Lincoln's inn
 REEVES, WILLIAM, Shifnal, Shropshire, Tailor. Jan 12 at 11.30. County Court, Madeley
 ROBERTS, HENRY JOSEPH, Risca, Mon, Grocer. Dec 30 at 12. Off Rec, 12, Tredegar pl, Newport, Mon
 ROBERTS, THOMAS, Birkenhead, Book Keeper. Dec 29 at 2. Off Rec, 48, Hamilton sq, Birkenhead
 SMITH, THOMAS, Radcliffe, Lancashire, Licensed Victualler. Dec 28 at 11.15. 16, Wood st, Bolton
 TAYLOR, JOHN, Chippenham, Wilts, Baker. Dec 29 at 1. Off Rec, Bank chmhrs, Bristol
 TREVOR, JOHN HENRY, and MARY JANE TREVOR, Chippenham, Wilts, Mat Makers. Dec 29 at 12.30. Off Rec, Bank chmhrs, Bristol
 WEBB, JOHN, Southsea, Bootmaker. Jan 3 at 2. 169, Queen st, Portsea
 WHITE, DAVID, Westrop, nr Basingstoke, Auctioneer. Dec 30 at 2. Old Masonic Hall, Church st, Basingstoke
 WILLEY, JAMES, Stratford upon Avon, Cooper. Dec 24 at 11. Off Rec, 17, Hertford st, Coventry
 WHITE, JEANETTE, Bournemouth, Lodging house Keeper. Dec 31 at 3. Off Rec, Salisbury

ADJUDICATIONS.

ATKINSON, JOSEPH, and TOM ATKINSON, Kingston upon Hull, Auctioneers. Kingston upon Hull. Pet Dec 13. Ord Dec 13
 ANIDIAH, LEWIS, Harrow rd, Paddington, Fruit Salesman. High Court. Pet Dec 10. Ord Dec 13
 BAENTFATHER, ISAAC, Carlisle, Grocer. Carlisle. Pet Dec 13. Ord Dec 14
 BOTTLE, HENRY ALEXANDER, Loughton, Essex, Farmer. Edmonton. Pet Dec 10. Ord Dec 15
 BRIGMAN, THOMAS, Thorpe Willoughby, nr Selby, Farmer. York. Pet Dec 14. Ord Dec 14
 BRODIE, THOMAS, Chesterfield, Derbyshire, Grocer. Chesterfield. Pet Dec 11. Ord Dec 14
 BURNS, RICHARD LLEWELLYN, Cardiff, Builder. Cardiff. Pet Dec 3. Ord Dec 15
 BUSH, GEORGE, Dalton in Furness, Contractor. Ulverston and Barrow in Furness. Pet Oct 14. Ord Nov 5
 CARTER, HENRY, Bridgend, Glamorganshire, Greengrocer. Cardiff. Pet Dec 13. Ord Dec 13
 CLARE, JOSEPH, Speldhurst, Kent, Plumber. Tunbridge Wells. Pet Dec 4. Ord Dec 15
 COLMAN, JOHN, Udimore, Sussex, Farmer. Hastings. Pet Nov 24. Ord Dec 15
 COOPER, WILLIAM, Cinderford, Gloucestershire, General Dealer. Gloucester. Pet Dec 13. Ord Dec 15
 DURRANT, WILLIAM, Kessingland, Suffolk, Fishing Boat Owner. Great Yarmouth. Pet Dec 15. Ord Dec 15
 FAWCETT, WILLIAM, Kingston upon Hull, Joiner. Kingston upon Hull. Pet Dec 15. Ord Dec 15
 GUNNELL, HERBERT, Great Yarmouth, Grocer. Great Yarmouth. Pet Dec 14. Ord Dec 14
 HALE, CALES, Cannock, Staffordshire, Beer Retailer. Walsall. Pet Dec 13. Ord Dec 14
 HINDE, ARTHUR ALLINSON, and JOSEPH NELSEY POCKINGTON, Manchester, Merchants. Manchester. Pet Dec 11. Ord Dec 11
 HUTCHINSON, WILLIAM, Parkgate, nr Rotherham, Yorks, Butcher. Sheffield. Pet Dec 4. Ord Dec 14
 KING, JOHN, Kessingland, Suffolk, Sailmaker. Great Yarmouth. Pet Dec 2. Ord Dec 15
 LEABERRY, GEORGE LILLEY, Chellington, Beds, Farmer. Bedford. Pet Nov 8. Ord Dec 13
 LEARMONTH, ALEXANDER, Eaton pl, Eaton sq, Esq. High Court. Pet Dec 7. Ord Dec 14
 MAY, HENRY ABERTON, Gorleston, Suffolk, Butcher. Gt Yarmouth. Pet Nov 29. Ord Dec 15
 NEWLOVE, JOHN WILSON, Leeds, Coal Leader. Leeds. Pet Dec 13. Ord Dec 13
 NUTMAN, GEORGE THOMAS, Gt Yarmouth, Twine Spinner. Gt Yarmouth. Pet Dec 4. Ord Dec 15
 OWEN, DAVID, Morriston, Glam, Grocer. Swansea. Pet Dec 8. Ord Dec 13
 PACK, JAMES, Brixton hill, Builder. High Court. Pet Oct 28. Ord Dec 13
 PAPE, GEORGE, Leeds, out of business. Leeds. Pet Dec 10. Ord Dec 15
 PEACOCK, THOMAS WEBB, Birmingham, Tailor. Birmingham. Pet Dec 13. Ord Dec 14
 RAMAGE, JOSEPH, Broughton, nr Manchester, Plumber. Salford. Pet Dec 10. Ord Dec 10
 ROBERTS, HENRY JOSEPH, Risca, Mon, Grocer. Newport, Mon. Pet Dec 11. Ord Dec 14
 SHOWLER, WILLIAM EDWARD, Freemantle, Hants, Mineral Water Maker. Southampton. Pet Dec 8. Ord Dec 14
 SIMPSON, JOHN, jun, Rembridge, I W, Hotel Proprietor. Newport and Ryde. Pet Nov 18. Ord Dec 7
 SMALL, EDWARD, Hastings, Manager of Mineral Water Factory. Hastings. Pet Nov 26. Ord Dec 15
 SMITH, THOMAS, Radcliffe, Lancs, Licensed Victualler. Bolton. Pet Dec 14. Ord Dec 15
 SOUTER, SAMUEL, Gee Cross, nr Hyde, Cheshire, Hat Maker. Ashton under Lyne and Stalybridge. Pet Dec 7. Ord Dec 14
 STEWART, WILLIAM, Eastcheap, Tea Broker. High Court. Pet Nov 17. Ord Dec 13
 TRAIR, WILLIAM, Leeds, Butcher. Leeds. Pet Dec 15. Ord Dec 15
 TRAINOR, JOSEPH, Birmingham, Draper. Birmingham. Pet Sept 23. Ord Dec 14
 WEBB, JAMES, Southsea, Bootmaker, Portsmouth. Pet Dec 11. Ord Dec 11

London Gazette.—TUESDAY, Dec. 21.

RECEIVING ORDERS.

ADAMS, JOHN, Bridgend, Glamorgan, Draper. Cardiff. Pet Dec 17. Ord Dec 17
 BAINES, JOHN, Nottingham, Joiner. Nottingham. Pet Dec 18. Ord Dec 18
 BALMER, PETER, Aughton, nr Ormakirk, Architect. Liverpool. Pet Nov 27. Ord Dec 17
 BARWOOD, GEORGE, Pontonville, Newport, Mon, Tea Dealer. Newport, Mon. Pet Dec 18. Ord Dec 18
 BLOWERS, DANIEL, Gt Totham, Essex, Dealer. Chelmsford. Pet Dec 17. Ord Dec 17
 BROOKER, MARK, Hollydale rd, Peckham, Grocer. High Court. Pet Dec 16. Ord Dec 16
 BROOKS, EDWARD, East Grinstead, Builder's Foreman. Tonbridge Wells. Pet Dec 16. Ord Dec 17
 BROSTON, MORRIS, Sheffield, Mineral Water Manufacturer. Sheffield. Pet Dec 18. Ord Dec 18
 BROWN, GEORGE, Ryhall, Rutlandshire, Farmer. Peterborough. Pet Dec 18. Ord Dec 18
 BUTCHER, CHARLES, Long Melford, Suffolk, Matster. Colchester. Pet Dec 16. Ord Dec 17
 CAMPBELL, LEWIS ALEXANDER, Manchester. Manchester. Pet Sept 14. Ord Dec 16
 CARTWRIGHT, EDWIN HENRY, F'ngston upon Hull, Boot Dealer. Kingston upon Hull. Pet Dec 13. Ord Dec 15
 CHADWICK, CHARLES EDWARD, Sale, Cheshire, Clerk. Manchester. Pet Dec 1. Ord Dec 16
 CLAYTON, MARY ANN, Leeds, Confectioner. Leeds. Pet Dec 16. Ord Dec 16
 CROSBIE, CHARLES, Sheffield, Draper. Sheffield. Pet Nov 24. Ord Dec 16
 DAVIES, WILLIAM, Morriston, nr Swansea, Grocer. Swansea. Pet Dec 17. Ord Dec 17
 DICKINSON, THOMAS, North Shields, Fruiterer. Newcastle on Tyne. Pet Dec 18. Ord Dec 16
 DOOWLA, DANIEL, Gt Yarmouth, Fish Dealer. Gt Yarmouth. Pet Dec 17. Ord Dec 17
 DURRANT, JAMES ALFRED, Crutched Friars, Wine Merchant. High Court. Pet Dec 16. Ord Dec 16
 EDEN, JOHN THOMAS, Selby, Yorks, Tinner. York. Pet Dec 7. Ord Dec 17
 EDWARDS, JOHN, Clifton, Bristol, Upholsterer. Bristol. Pet Dec 10. Ord Dec 16
 FOULLES, JOHN, Rhyll, Flint, Timber Merchant. Bangor. Pet Dec 1. Ord Dec 17
 GOUGH, JOHN WHELOCK, East Portlemouth, Devon, Clerk in Holy Orders. East Stonehouse. Pet Dec 9. Ord Dec 13
 GROUCCOTT, WILLIAM, Nantwich, Cheshire, Cabinet Maker. Nantwich and Crewe. Pet Dec 16. Ord Dec 16
 HAMBROUGH, DUDLEY ALBERT, Ventnor, I.W., Gent. Newport and Ryde. Pet Dec 15. Ord Dec 16
 HARPER, WILLIAM JOHN, Brecknock rd, Tailor. High Court. Pet Dec 16. Ord Dec 16
 HARRIS, JOSEPH, Gorleston, Suffolk, Fishing Boat Owner. Gt Yarmouth. Pet Dec 16. Ord Dec 16
 HENCKES, JOSHUA, Measham, Derbyshire, Butcher. Burton on Trent. Pet Dec 13. Ord Dec 13
 JEFFREY, THOMAS, Moreton in Marsh, Gloucestershire, Steam Plough Proprietor. Banbury. Pet Dec 17. Ord Dec 17
 JENKINS, JOHN HENRY, Swansea, Grocer. Swansea. Pet Dec 15. Ord Dec 15
 KEECH, JAMES WHITE, South Petherton, Somerset, Carpenter. Yeovil. Pet Dec 16. Ord Dec 16
 KING, GEORGE WILLIAM, Keen's yd, St Paul's rd, Canonbury, Cab Proprietor. High Court. Pet Dec 18. Ord Dec 18
 KITCHING, CHARLES, Salop, Chemist. Madeley, Shropshire. Pet Dec 14. Ord Dec 15
 LOE, GEORGE JAMES, Margate, Architect. Canterbury. Pet Dec 3. Ord Dec 17
 MADDOCK, JONATHAN, Pontycymer, Glamorganshire, Butcher. Cardiff. Pet Dec 13. Ord Dec 15
 MALLEY, JAMES ROBERT, Norwood rd, Builder. High Court. Pet Dec 16. Ord Dec 15
 MARSH, EMMA, Westgate on Sea, Lodging house Keeper. Canterbury. Pet Dec 17. Ord Dec 17
 MARSH, WILLIAM, Exhall, Warwickshire, Farmer. Coventry. Pet Dec 16. Ord Dec 17
 MEASURES, CHARLES, Hartingworth, Northampton, Farmer. Leicester. Pet Dec 4. Ord Dec 17
 MINISTRE, EDWARD WILLIAM, Cross Deep, Twickenham. High Court. Pet Nov 22. Ord Dec 17
 MOORE, AUGUSTINE FRANK ROLAND, Nottingham, Printer. Nottingham. Pet Dec 18. Ord Dec 18
 MOORE, A. M. G., late Gower st, Esq. High Court. Pet June 9. Ord Dec 17
 NICHOLS, RICHARD, Surlingham, Norfolk, Market Gardener. Norwich. Pet Dec 14. Ord Dec 14
 OFFE, CHARLES, Noble st, Manufacturer. High Court. Pet Dec 13. Ord Dec 18
 OUTTEN, JOHN ALFRED, Carlton rd, Mile End, out of business. High Court. Pet Dec 16. Ord Dec 16
 PIKE, THOMAS, Luton, Grocer. Luton. Pet Dec 17. Ord Dec 17
 REYNOLDS, GEORGE KOSSUTH MAKEINI, Andover, Auctioneer. Salisbury. Pet Dec 17. Ord Dec 17
 SWAFFER, JOHN, Edenbridge, Kent, Grocer. Tonbridge Wells. Pet Nov 29. Ord Dec 19
 THOMAS, JOSIAH, and JOHN JOHN, Llangennech, Carmarthenshire, Timber Merchants. Carmarthen. Pet Dec 4. Ord Dec 16
 THOMPSON, EMMA AMELIA, Broadstairs, Schoolmistress. Canterbury. Pet Dec 8. Ord Dec 18
 WARREN, JOHN PEARSON, Stuchbury, Northamptonshire, Farmer. Banbury. Pet Dec 18. Ord Dec 18
 WELLS, ISAAC ASKEW, Egremont, Cheshire, Traveller. Birkenhead. Pet Dec 16. Ord Dec 16
 WHEELER, THOMAS, Preston, Lancs, Watch Manufacturer. Preston. Pet Dec 17. Ord Dec 17
 WILLIAMS, CONYNGHAM COLVILLE, Leeds, Schoolmaster. Leeds. Pet Dec 10. Ord Dec 16
 WILLIAMS, DAVID, Llansamlet, Glamorganshire, Colliery Manager. Neath. Pet Dec 16. Ord Dec 16
 WILLIAMS, JOHN ELLIS, Liverpool, Slate Merchant. Liverpool. Pet Dec 15. Ord Dec 15
 WILLEY, WALTER, Leeds, Ironmonger. Leeds. Pet Dec 18. Ord Dec 18
 WILMURST, WILLIAM SAMUEL, Eastbourne, Farmer. Lewes and Eastbourne. Pet Dec 17. Ord Dec 17
 WISE, ROBERT, Bridlington, Yorks, Farmer. Scarborough. Pet Dec 14. Ord Dec 18

WOOD, BENJAMIN, Sowerby Bridge, Yorks, Cotton Spinner. Halifax. Pet Dec 15. Ord Dec 15
 WRIGHT, CHARLES, Norton Woodseats, Derbyshire, Potted Meat Purveyor. Sheffield. Pet Dec 17. Ord Dec 17

The following Amended Notice is substituted for that published in the London Gazette, Dec. 14.

LOCKE, HENRY, Bournemouth, Traveller. Poole. Pet Dec 11. Ord Dec 11

FIRST MEETINGS.

BALMER, PETER, Aughton, nr Ormakirk, Architect. Jan 4 at 2. Off Rec, 85 Victoria st, Liverpool
 BEAUMONT, FREDERICK EDWARD, Lound, Suffolk, Farmer. Dec 29 at 11. Blake, South Quay, Gt Yarmouth, Norfolk
 BOTTLE, HENRY ALEXANDER, Loughton, Essex, Farmer. Dec 30 at 3.45. Cock Hotel, Epping, Essex
 BRODIE, THOMAS, Chesterfield, Derby, Grocer. Dec 29 at 3. Angel Hotel, Chesterfield
 BROWN, GEORGE, Ryhall, Rutlandshire, Farmer. Jan 11 at 1. Stamford Hotel, Stamford
 BURGESS, RICHARD LEEWELLYN, Canton, Cardiff, Builder. Dec 30 at 11. Off Rec, 3, Crookherbtown, Cardiff
 CARTER, HENRY, Bridgend, Glamorgan, Greengrocer. Dec 30 at 1. Off Rec, 3, Crookherbtown, Cardiff
 CASTREY, WILLIAM, Wollaston, nr Stourbridge, Glass Cutter. Jan 10 at 10.15. Talbot Hotel, Stourbridge
 CHADWICK, CHARLES EDWARD, Sale, Cheshire, Clerk. Jan 4 at 2.30. Off Rec, Ogden's chhrs, Bridge st, Manchester
 CHAPMAN, GEORGE, and JAMES WATTS, Stockport, Drapers. Dec 30 at 11.30. Off Rec, County chhrs, Market pl, Stockport
 COSEY, JAMES, Ormesby St Margaret, Norfolk, Fishing Boat Owner. Dec 29 at 10.15. L. Blake, South Quay, Great Yarmouth
 COOPER, WILLIAM, Rainow, nr Macolesfield, Farmer. Dec 29 at 11. Off Rec, 28, King Edward st, Macolesfield
 DAVIES, WILLIAM, Morriston, nr Swansea, Grocer. Dec 29 at 3. Off Rec, 6, Rutland st, Swansea
 DICKINSON, THOMAS, North Shields, Fruiterer. Dec 30 at 2.30. Off Rec, Pink lane, Newcastle on Tyne
 DURANT, WILLIAM, Kessingland, Suffolk, Fishing Boat Owner. Dec 28 at 11.30. Suffolk Hotel, Lowestoft
 EDEN, JOHN THOMAS, Selby, Yorks, Tinner. Dec 30 at 3. Off Rec, York
 EDWARDS, JOHN, Clifton, Bristol, Upholsterer. Jan 7 at 12. Off Rec, Bank chhrs, Bristol
 EVANS, DAVID CORNWALLIAN, Brynmawr, Brecon, Grocer. Dec 31 at 3. Off Rec, Merthyr Tydfil
 FOUNTAIN, JERRE, and ISAAC FOUNTAIN, Leeds, Lithographic Printers. Jan 3 at 11. Off Rec, 29, Park row, Leeds
 FRANKLIN, CHARLES, Barton upon Humber, Tailor. Jan 7 at 2. Incorporated Law Society, Lincoln's inn bldgs, Bowdley lane, Hull
 GODFREY, FREDERICK CHARLES, Hampstead Norris, Berks, Grocer. Jan 3 at 2. 100, Victoria st, Westminster
 GOLD, HENRY, Windsor, Coachbuilder. Jan 4 at 3. 100, Victoria st, Westminster
 GOUGH, JOHN WHELOKE, East Portsmouth, Devon, Clerk in Holy Orders. Dec 31 at 12. King's Arms Hotel, Kingsbridge
 GROUT, WILLIAM, Nantwich, Cheshire, Cabinet Maker. Dec 29 at 11. Royal Hotel, Crewe
 GUNNELL, HERBERT, Gt Yarmouth, Grocer. Dec 29 at 10. L. Blake, South Quay, Gt Yarmouth
 HALL, CALLES, Cannock, Stafford, Beer Retailer. Dec 30 at 11.15. Off Rec, Walsall
 HARRIS, EDWARD, Burnley, Lancashire, Hosier. Dec 30 at 3.30. Exchange Hotel, Nicholas st, Burnley
 HART, JOHN, Gorleston, Suffolk, Fishing Boat Owner. Dec 29 at 10.30. L. Blake, South Quay, Great Yarmouth
 HINCKES, JOSHUA, Meckham, Derbyshire, Butcher. Dec 29 at 11.15. White Hart Hotel, Burton on Trent
 HOLMES, WILLIAM, Nottingham, Draper. Dec 30 at 12. Off Rec, Nottingham
 HUXTABLE, ARTHUR, Ilfracombe, Wine Merchant. Dec 29 at 3. King's Arms Hotel, Barnstaple
 ILLINGWORTH, GEORGE, Thortley, nr Longridge, Lancashire, Farmer. Dec 29 at 3. Off Rec, 14, Chapel st, Preston
 JAGGAR, JOSEPH, Kingston upon Hull, Butcher's Manager. Jan 7 at 1. Off Rec, Lincoln's inn bldgs, Bowdley lane, Hull
 JENKINS, JOHN HENRY, Swansea, Grocer. Dec 29 at 11. Off Rec, 6, Rutland st, Swansea
 JENNINGS, JAMES, Great Bowden, Leicestershire, Builder. Dec 31 at 12.30. 25, Ffarlane, Leicester
 JONES, GREVILLE, Pontycymmer, nr Bridgend, Builder. Dec 30 at 11.30. Off Rec, 3, Crookherbtown, Cardiff
 KINE, THOMAS, and WILLIAM KINE, West Hartlepool, Cabinet Makers. Dec 29 at 4.45. Royal Hotel, West Hartlepool
 LOCKE, HENRY BACKWELL, East Stonehouse, Devon, Boot Factor. Dec 29 at 1. Royal Hotel, Bristol
 MARSH, EMMA, Westgate on Sea, Lodging house Keeper. Dec 29 at 12.30. 53, High st, Margate
 MARTIN, WILLIAM, Exhall, nr Coventry, Farmer. Dec 31 at 12. Off Rec, 17, Hertford st, Coventry
 MAYALL, FRANCIS FREDERICK, Lowestoft, Suffolk, Fish Merchant. Dec 29 at 10.30. Suffolk Hotel, Lowestoft
 NICHOLS, RICHARD, Burlingham, Norfolk, Market Gardener. Dec 29 at 3.30. Off Rec, 8, King st, Norwich
 POWELL, GEORGE, and SARAH POWELL, Hoggate, Islington, Farmers. Dec 29 at 1.30. Swan Hotel, Alton, Hants
 PROSSER, MARY ANN, Abergavenny, Mon, Innkeeper. Dec 31 at 12. Off Rec, Merthyr Tydfil
 SPACKMAN, GEORGE, Swindon, Solicitor. Jan 7 at 12.30. Off Rec, Bank chhrs, Bristol
 SWANSON, DAVID, Putney, Builder. Jan 4 at 12. 100, Victoria st, Westminster
 THIBELTON, EDWARD JOHN INWOOD, Hereford, Umbrella Maker. Jan 7 at 10. 2, Off st, Hereford
 THOMAS, EVAN, Pontycymmer, nr Bridgend, Carpenter. Dec 30 at 12. Off Rec, 3, Crookherbtown, Cardiff
 WALKER, BENJAMIN FAYELL, Spensley st, Barnsley, Joiner. Dec 30 at 11.30. Off Rec, 3, Eastgate, Barnsley
 WRIGHTMAN, JAMES, Calverton, Nottinghamshire, Farmer. Dec 29 at 11. Off Rec, Nottingham
 WHEELER, THOMAS, Preston, Lancashire, Watch Manufacturer. Dec 31 at 3. Off Rec, 14, Chapel st, Preston
 WILLIAMS, DAVID, Llanamlet, Glamorganshire, Colliery Manager. Dec 29 at 12. Off Rec, 6, Rutland st, Swansea
 WILLIAMS, HUMPHREY, Llanilyfni, Carnarvonshire, Tailor. Dec 31 at 2. Off Rec, Chester

WILLIAMS, JOHN ELIAS, Liverpool, Slate Merchant. Jan 4 at 3. Off Rec, 36, Victoria st, Liverpool
 WOOD, BENJAMIN, Sowerby Bridge, Yorks, Cotton Spinner. Dec 30 at 11. Off Rec, 13, Crossley st, Halifax
 WOOD, JOHN, Nottingham, Music Seller. Dec 30 at 11. Off Rec, Nottingham

ADJUDICATIONS.

BARKER, HENRY, High Holborn, Builder. High Court. Pet Dec 14. Ord Dec 16
 BEAUMONT, FREDERICK EDWARD, Lound, Suffolk, Farmer. Gt Yarmouth. Pet Dec 11. Ord Dec 18
 BLOWERS, DANIEL, Gt Totham, Essex, Dealer. Chelmsford. Pet Dec 17. Ord Dec 17
 BROSTOCK, MORRIS, Sheffield, Mineral Water Manufacturer. Sheffield. Pet Dec 18. Ord Dec 18
 BROWN, GEORGE, Ryhall, Rutlandshire, Farmer. Peterborough. Pet Dec 16. Ord Dec 18
 BRUNNEN, EDWIN, and WALTER JAMES COX, Brentford, Builders. Brentford. Pet Oct 9. Ord Dec 6
 CANNELL, ALBERT FRANCIS, Norwich, Tailor. Norwich. Pet Dec 7. Ord Dec 16
 CHADWICK, CHARLES EDWARD, Sale, Cheshire, Clerk. Manchester. Pet Dec 1. Ord Dec 18
 CHIDQUIDEN, JOHN, Huchkastleigh, Devon, Mining Agent. East Stonehouse. Pet Nov 5. Ord Dec 17
 CLAYTON, MARY ANN, Leeds, Confectioner. Leeds. Pet Dec 14. Ord Dec 16
 COORDINGLEY, CHARLES WILLIAM, Tadcaster, Yorks, Ironmonger. York. Pet Dec 9. Ord Dec 16
 COSEY, JAMES, Ormesby St Margaret, Norfolk, Fishing Boat Owner. Gt Yarmouth. Pet Dec 11. Ord Dec 18
 DAVIES, WILLIAM, Morriston, nr Swansea, Grocer. Swansea. Pet Dec 17. Ord Dec 18
 DIGHTAM, HORATIO ALBERT, Leeds, Jeweller. Leeds. Pet Dec 3. Ord Dec 16
 EDEN, JOHN THOMAS, Selby, Yorks, Tinner. York. Pet Dec 17. Ord Dec 17
 ELVIN, JAMES, Kensworth, Hertford, Farmer. Luton. Pet Nov 30. Ord Dec 17
 EVANS, GEORGE WILLIAM, Beresford st, Walworth, Timber Merchant. High Court. Pet Nov 18. Ord Dec 18
 EVANS, DAVID CORNWALLIAN, Brynmawr, Brecon, Grocer. Tredegar. Pet Dec 15. Ord Dec 18
 FULLER, BENJAMIN BACHMAN, Saxthorpe, Norfolk, Farmer. Norwich. Pet Nov 27. Ord Dec 17
 FUSSELL, THOMAS W, Plymouth, Clerk in Holy Orders. East Stonehouse. Pet Nov 26. Ord Dec 17
 GLASSTONE, DAVID, Newcastle on Tyne, Pawnbroker. Newcastle on Tyne. Pet Nov 18. Ord Dec 18
 GOODRICH, EDWIN ARTHUR, Sheffield, Hatter. Sheffield. Pet Nov 17. Ord Dec 16
 HARRER, EDWARD, Burnley, Hosier. Burnley. Pet Dec 14. Ord Dec 16
 HART, JOHN, Gorleston, Suffolk, Fishing Boat Owner. Great Yarmouth. Pet Dec 16. Ord Dec 16
 HEATON, ROBERT, Windermere, Westmoreland, Coachbuilder. Kendal. Pet Nov 6. Ord Dec 17
 JACOBSON, LORENZ, Marylebone rd, Business Transfer Agent. High Court. Pet Dec 9. Ord Dec 18
 JAGGAR, JOSEPH, Kingston upon Hull, Butcher's Manager. Kingston upon Hull. Pet Dec 10. Ord Dec 18
 JEFFREY, THOMAS, Moreton in Marsh, Glos, Steam Plough Proprietor. Banbury. Pet Dec 17. Ord Dec 17
 JENKINS, JOHN HENRY, Swansea, Grocer. Swansea. Pet Dec 15. Ord Dec 16
 KING, THOMAS, and WILLIAM KING, West Hartlepool, Cabinet Makers. Sunderland. Pet Dec 11. Ord Dec 16
 KING, THOMAS, Tisbury, Wilts, Late Farmer. Salisbury. Pet Dec 7. Ord Dec 16
 LANCOMBE, SAMUEL, Spaxton, Somerset, Baker. Bridgwater. Pet Dec 3. Ord Dec 16
 LAW, MONTAGUE WILLIAM, Palace st, Buckingham gate, Iron Building Contractor. High Court. Pet Nov 13. Ord Dec 18
 MADDOCK, JONATHAN, Pontycymmer, Glamorganshire, Butcher. Cardiff. Pet Dec 15. Ord Dec 18
 MALEY, JAMES ROBERT, Norwood rd, Builder. High Court. Pet Dec 15. Ord Dec 18
 NICHOLS, RICHARD, Burlingham, Norfolk, Market Gardener. Norwich. Pet Dec 14. Ord Dec 14
 PARKER, DAVID, Rotherfield, Sussex, Grocer. Tonbridge Wells. Pet Nov 28. Ord Dec 17
 PROSSER, MARY ANN, Abergavenny, Mon, Innkeeper. Tredegar. Pet Dec 16. Ord Dec 17
 RATH, LEONTINE, Ribblesdale rd, Hornsey, Spongio Lignino Goods Manufacturer. High Court. Pet Dec 14. Ord Dec 17
 RICHARDSON, THOMAS, not now resident in England, Solicitor. High Court. Pet Nov 4. Ord Dec 17
 SALES, GEORGE FREDERICK, High st, Pockham, Draper. High Court. Pet Nov 4. Ord Dec 16
 SHIPLEY, JOHN, Dalton in Furness, Licensed Victualler. Ulverston and Barrow in Furness. Pet Oct 29. Ord Nov 5
 SMITH, ATKIN, St George's st East, Builder. High Court. Pet Nov 13. Ord Dec 16
 TASKER, JAMES, Liverpool, Gent. Liverpool. Pet Oct 21. Ord Dec 17
 TAYLOR, JOHN, Chippenham, Wilts, Baker. Bristol. Pet Nov 30. Ord Dec 17
 TREVILLION, C H, Lewisham rd, Kent, Glass Dealer. Greenwich. Pet Nov 5. Ord Dec 17
 TURNER, JOSEPH, Hawarden, Manufacturing Chemist. Chester. Pet Sept 25. Ord Dec 16
 UFFINELL, WILLIAM, Upper Thames st, Licensed Victualler. High Court. Pet Nov 18. Ord Dec 16
 WATSON, GEORGE, Sheffield, Grocer. Sheffield. Pet Dec 14. Ord Dec 16
 WRIGHT, CHARLES, Norton Woodseats, Derby, Potted Meat Purveyor. Sheffield. Pet Dec 17. Ord Dec 17
 WHEELER, THOMAS, Preston, Watch Manufacturer. Preston. Pet Dec 17. Ord Dec 17
 WILKINSON, WILLIAM, Harbro' ter, Barnsley, Joiner. Barnsley. Pet June 7. Ord Dec 17
 WISE, ROBERT, Bridlington, Yorks, Farmer. Scarborough. Pet Dec 16. Ord Dec 15
 WOOD, BENJAMIN, Sowerby Bridge, Yorks, Cotton Spinner. Halifax. Pet Dec 15. Ord Dec 16

The following amended notice is substituted for that published in the London Gazette of Dec. 10.
GUEST, ROSANNAH, West Bromwich, Beerhouse Keeper. Oldbury. Pet Nov 23. Ord Dec 8

MARRIAGE.

NOLAN-SARGINT.—Dec. 21, at Dublin, Walter Nolan, Sessional Crown Solicitor for the County of Tipperary, to Frances Marian, second daughter of the late Henry Sargint, Major, South Tipperary Artillery.

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 Being without sugar, spice, or other admixture, it suits all palates keeps for years in all climates, and is four times the strength of cocoas thickened yet weakened with starch, &c., and is *REALLY CHEAPER* than such Mixtures.

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CONTENTS.

CURRENT TOPICS.....	135	THE BAR COMMITTEE AND THE	141
THE NEW SUPREME COURT RULES 187		CIRCUITS.....	142
ON THE POWER OF SALE IN MORT-		LEGAL NEWS.....	143
GAGE BILLS OF SALE.....	137	LAW SOCIETIES.....	146
REVIEWS.....	139	COURT PAPERS.....	146
CORRESPONDENCE.....	139	WINDING-UP NOTICES.....	146
NEW ORDERS.....	146	CREDITORS' NOTICES.....	147
		BANKRUPTCY NOTICES.....	147

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Share Capital at present paid up and invested..... £1,000,000

Total Funds upwards of..... £2,000,000

Total Annual Income over..... £750,000
 N.B.—Fire Policies which expire at CHRISTMAS should be renewed at the Head Office, or with the Agents, on or before the 8th day of JANUARY.

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.. 143
.. 144
.. 145
.. 146
.. 147

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